

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 2 Lucknow Drive BEVERIDGE VIC 3753

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

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 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 the Act; and
- 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 of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

31

Section

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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have 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)

Sale of Land Act 1962

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Stone Real Estate
1/ 75 Church Street Whittlesea

Tel: 0438 130 473

Ref: Jenni Ter Haar

VENDOR

**Jaclyn Simone Wilson and
Rhys John Wilson**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Victorian Real Estate Conveyancing Pty Ltd
of 179 Mt Alexander Road, Flemington VIC 3031

Tel: 03 9372 6181

Ref: 24/5480

Email: dale@vrec.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Ref:

Email:

LAND

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11992/313	3726	PS 617320S

OR described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no 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:

2 Lucknow Drive Beveridge Vic 3753

GOODS SOLD WITH THE LAND

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

PAYMENT

Price	\$		
Deposit	\$		by
Balance	_____		(of which \$ _____ has been paid)
	\$		payable at settlement

GST

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

Not Applicable

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

Not Applicable

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

Not Applicable

SETTLEMENT

Is due on...../...../20

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

Not Applicable

in which case refer to general condition 1.1.

TERMS CONTRACT

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:

Not Applicable

LOAN (general condition 20) –

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

Lender:

Loan amount:

Approval date:

Building Report

General Condition 21 applies only if the box is checked.

Pest Report

General Condition 22 applies only if the box is checked.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Acceptance of title

General condition 12.4 is added:

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

2. Special condition 2 – Electronic conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Planning Scheme and any other Town Planning Acts or Schemes.

4. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

5. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

6. Land Tax

As at the 1st of January 2024, the Purchaser will not be required to pay any of the Vendor's Land Tax by way of adjustment at settlement and the Vendor accepts full responsibility for any outstanding Land Tax.

7. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

8. FIRB Approval

The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

This warranty and indemnity do not merge on completion of this contract.

9. Property and Description

The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The purchaser shall not make any requisitions 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 bear all or any part of the costs of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

10. Rates Certificate

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

General Conditions

Contract signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 LIABILITY OF SIGNATORY

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and

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

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or

- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3

- 15.4 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19 GST

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

20 LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and

- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21 BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22 PEST REPORT

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

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

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

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

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

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

23 ADJUSTMENTS

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

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

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

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general

condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26 TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We,..... of

and of

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

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

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

VENDORS STATEMENT

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

Vendor:	Jaclyn Simone Wilson and Rhys John Wilson
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Property:	2 Lucknow Drive BEVERIDGE VIC 3753
------------------	------------------------------------

VICTORIAN REAL ESTATE CONVEYANCING PTY LTD

Tel: 03 9372 6181

Fax: 03 9372 6182

Email: info@vrec.com.au

Ref: 24/5480

SECTION 32 STATEMENT
2 LUCKNOW DRIVE BEVERIDGE VIC 3753

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Contained in the attached certificates

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

The Purchaser should conduct their own due diligence

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - *Not Applicable*

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
2 LUCKNOW DRIVE BEVERIDGE VIC 3753

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

- (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 land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

Building Permit obtained to construct residential dwelling. Occupancy Permit attached.

OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
2 LUCKNOW DRIVE BEVERIDGE VIC 3753

32H SERVICES

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

Connected indicates that the service is provided by an authority. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are 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/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (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 Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing 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) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
2 LUCKNOW DRIVE BEVERIDGE VIC 3753

DATE OF THIS STATEMENT

10/09/2024

Name of the Vendor

Jaclyn Simone Wilson and Rhys John Wilson

Signature/s of the Vendor

x



10/09/2024

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 11992 Folio 313

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

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

VOLUME 11992 FOLIO 313

Security no : 124118007000A
Produced 05/09/2024 11:22 AM

LAND DESCRIPTION

Lot 3726 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11986 Folio 666
Created by instrument PS617320S Stage 37 18/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JACLYN SIMONE WILSON
RHYS JOHN FROST both of 11 MCCARTHY COURT WALLAN VIC 3756
AR273061J 23/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU797034N 10/09/2021
POLICE FINANCIAL SERVICES LTD

COVENANT PS617320S 18/06/2018

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AG754756L 15/09/2009

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

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390581J 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: 2 LUCKNOW DRIVE BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

eCT Control 17843A WISEWOULD MAHONY LAWYERS
Effective from 10/09/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS617320S

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 05/09/2024, for Order Number 85381627. Your reference: 24/5480.**

Subdivision or consolidation
Section 22 Subdivision Act 1988

PS617320S/S37

07/06/2018 \$9,616.40 PS ent



is
prity
of
maintaining publicly searchable
registers and indexes.

Lodged by

Name:

Fastrack Conveyancers

Phone:

Address:

Reference:

Customer code:

13932^x

The applicant applies for registration of the plan.

Land: (volume and folio)

VOLUME ~~11979~~ FOLIO ~~349~~ (LOT S40 ON PS617320S)

11986 666

Applicant: (full name and address, including postcode)

BEVERIDGE LAND PTY LTD OF 501 BLACKBURN ROAD, MOUNT WAVERLEY VIC 3149

Plan no.: 617320S / S37 SPEAR no.: (if applicable) S107109C Stage no.: (if applicable) 37

Council in which land is located: MITCHELL SHIRE COUNCIL

Signing:

35271702A

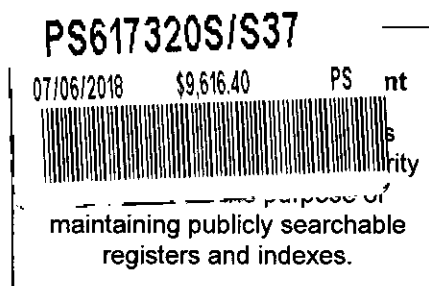
22SA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Subdivision or consolidation
Section 22 Subdivision Act 1988

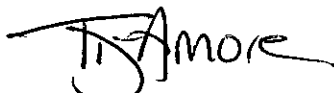


Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of BEVERIDGE LAND PTY LTD
Signer Name TAMARYN D'AMORE
Signer Organisation FASTRACK CONVEYANCING PTY LTD
Signer Role LICENSED CONVEYANCER

Signature



7/6/18

Execution Date

35271702A

22SA

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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



FASTRACK

CONVEYANCING PTY LTD

A.C.N 132 349 403 A.B.N 29 132 349 403

PS617320S/S37

07/06/2018 \$9,616.40 PS



Our Ref: MB:0101626

Your Ref:

23 May 2018

Land Titles Office
570 Bourke Street
MELBOURNE VIC 3000

Dear Sir/ Madam,

**Re: Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd
Consent and Order to Register PS617320S/S37**

We act for Beveridge Property Developers Pty Ltd as mortgagee under mortgage number AQ492280G and Beveridge Land Pty Ltd as registered proprietors on Certificate of Title Lot S40 of PS607320S (Being part of the Land contained in Volume 11979 Folio 349) in relation to lodgement of Plan of Subdivision PS617320S/S37 and Discharge of Mortgage AQ492280G over Lots 3701 to 3744 (inclusive) issuing from this Plan.

Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd consent to registration of PS617320S/S37 Version G, and request the Registrar issue the eCT Control back to Corrs Chambers Westgarth who act on behalf of ANZ Banking Group Limited.

If you require any additional information, please do not hesitate to contact our office on 03 9915 5790.

Yours faithfully,

FASTRACK CONVEYANCING PTY. LTD.

Per: 

Direct Phone: 9915 5539

Direct Fax: 9038 4912

Email: melissa@fastrackconveyancing.com.au

Enc.

497 Blackburn Road
Mount Waverley Vic
3149 Australia

Correspondence to:
PO Box 857
Mount Waverley Vic 3149

P +61 03 9915 5790
F +61 03 9038 4912
E info@fastrackconveyancing.com.au

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

AG754756L 13 98

15/09/2009 \$102.90 173



The information under statutory provisions 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:

14. September 2009

AG754756L

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CLAYTON UTZ

**Section 173 Agreement
(Land Owner 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
Alison Kennedy on +61 3 9286 6000

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/14193/80051208

Legal\106779116.5

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

Parties

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

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

Background

- A. The Owner is registered as proprietor of the Land.
- B. Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.
- C. The Owner intends to develop the Land in accordance with the Scheme and the conditions contained in the Planning Permit.
- D. The Land is within the Comprehensive Development Zone (Schedule 2) of the Scheme which, among other things, requires the use and development of the Land to be generally in accordance with the Beveridge Comprehensive Development Plan and the Masterplan.
- E. Condition 9 of the Planning Permit requires the Owner to enter into an agreement under Section 173 of the Act, amongst other things, to:
 - (a) to prevent the further subdivision of any Lot which has an area of less than 500 square metres; and
 - (b) to prevent more than one dwelling being constructed on a Lot which has an area of less than 500 square metres.
- F. The Council and the Owner have agreed to enter into this Agreement to implement those conditions and requirements under Condition 9 of the Planning Permit referred to in Recital E.
- G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

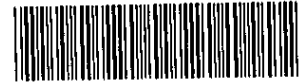
"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

- (a) be in writing, be in English and be dated;
- (b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;
- (c) give a detailed description of the matter in dispute.

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

1.2 Interpretation

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

- (a) undefined terms or words have the meanings given to them in the Act or the Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

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- (f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- (h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) the recitals to this Agreement form part of this Agreement;
- (k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;
- (l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;
- (n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;
- (p) a reference to any thing includes the whole and each part of it;
- (q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (r) a reference to "\$" or "dollar" is to Australian currency;
- (s) where a party covenants, promises, undertakes or agrees to:
 - (i) perform; or
 - (ii) refrain from doing or carrying out,
some act or thing that party must:
 - (iii) procure that their respective contractors, employees and agents perform such act or thing; or
 - (iv) refrain from so doing or carrying out such act or thing;
- (t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;

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- (u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and
- (v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner

4.1 Restriction on Subdivision of Lots

The Owner acknowledges and agrees that if the Land is subdivided, any Lot created by that subdivision which has an area of less than 500 square metres must be subject to a restriction in terms of the *Subdivision Act* 1988 which prevents the further subdivision of that Lot.

4.2 Restriction on number of Dwellings

The Owner acknowledges and agrees that if the Land is subdivided, any Lot created by that subdivision which has an area of less than 500 square metres must be subject to a restriction in terms of the *Subdivision Act* 1988 preventing more than one dwelling being constructed on that Lot.

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

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

6.2 Notice

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

7. Non-compliance

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

- (a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- (b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

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

8.2 Unresolved dispute

- (a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:
 - (i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;
 - (ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;
 - (iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;
 - (iv) for a matter connected with the cost of construction of works, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;
 - (v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board,

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

- (b) The parties agree to appoint the independent expert on the following terms:
 - (i) the independent expert shall act as an expert and not as an arbitrator;
 - (ii) the independent expert shall determine the dispute:
 - A. on the basis of the rights and obligations set out in this Agreement; and
 - B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;
 - (iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;
 - (iv) the determination of the independent expert shall be final and binding on the parties;
 - (v) the cost of the determination shall be borne equally by the parties;
 - (vi) the parties may be legally represented at any hearing before the independent expert;
 - (vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;
 - (viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;
 - (ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.
- (c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.
- (d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Successors in title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will be required to:

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- (a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

The Owner covenants to pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, execution and registration of this Agreement.

9.4 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.5 Jurisdiction

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

9.6 Notices

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

- (a) must be in writing, be in English and dated;
- (b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee; and
- (d) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

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10. Ending of Agreement

- (a) This Agreement ends on the Termination Date.
- (b) As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

11. GST

11.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

11.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

11.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 11.2 on account of the Supplier's GST liability.

11.4 Tax Invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Executed as an agreement under Division 2 of Part 9 of the Act

Executed by Beveridge Land Pty Ltd in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full


AG754756L

15/09/2009 \$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 Comm. Accredited Property Law Specialist.

SIMON ABRAHAM LL.B, B Ec. Accredited Commercial Litigation Specialist.

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

DENNIS LINER B Juris LL.B FTIA Accredited Mediation Specialist

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

JENNY GARNHAM LL.B.

ALAN GOLDSTONE LL.B

SAM RECHT

Application to record an instrument

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

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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

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.

AT390581J

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 1 JULY 2020*

Signature

Warrick McGrath

Execution Date

11 JULY 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Handwritten signature of Angus Williamson]

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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

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
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3168/419	9590/216	11907/708	11945/747	11982/711	11995/992	12036/998
3619/739	9601/656	11910/806	11947/671	11982/728	11996/002	12037/007
3782/298	9620/089	11917/658	11947/672	11982/747	11996/011	12037/015
3953/541	9623/606	11917/663	11947/697	11982/938	11996/013	12037/018
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9320/879	11899/044	11945/054	11979/589	11993/902	12034/835	12060/721
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9358/218	11899/077	11945/541	11980/451	11993/907	12036/719	12064/842
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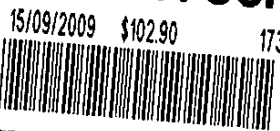
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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
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9443/138	11903/800	11945/703	11982/427	11994/097	12036/878	12064/898
9455/030	11907/689	11945/704	11982/435	11994/103	12036/882	12064/900
9464/475	11907/693	11945/708	11982/442	11994/110	12036/892	12064/901
9474/640	11907/694	11945/723	11982/684	11994/276	12036/958	

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/LC 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

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CLAYTON UTZ

**Section 173 Agreement
(Developer Obligations)**

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

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

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

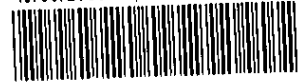
www.claytonutz.com

Our reference 14709/14193/80051208

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15/09/2009 \$102.90 173



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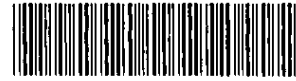
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This Agreement is made on *14th September* **2009**

Parties

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

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

Background

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

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

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

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

"Design/Functional Brief" means:

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

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

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

- (a) be in writing, be in English and be dated;
- (b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;
- (c) give a detailed description of the matter in dispute.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

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

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

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

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

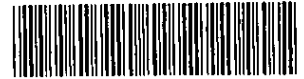
1.2 Interpretation

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

- (a) undefined terms or words have the meanings given to them in the Act or the Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;

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- (e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- (f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- (h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) the recitals to this Agreement form part of this Agreement;
- (k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;
- (l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;
- (n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;
- (p) a reference to any thing includes the whole and each part of it;
- (q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (r) a reference to "\$" or "dollar" is to Australian currency;
- (s) where a party covenants, promises, undertakes or agrees to:
 - (i) perform; or
 - (ii) refrain from doing or carrying out,
some act or thing that party must:
 - (iii) procure that their respective contractors, employees and agents perform such act or thing; or
 - (iv) refrain from so doing or carrying out such act or thing;

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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

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

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

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

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

- (i) obtain all Approvals for construction of; and
- (ii) construct, or cause to be constructed,

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

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

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

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

- (i) ensure that the Infant Welfare Centre and Pre-school are:
 - A. open;
 - B. adequately staffed; and
 - C. available for use by owners and occupiers of Lots and land within the municipal boundaries of the Council,

for sufficient time to accommodate demand;

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

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

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4.2 Other Services and Facilities

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

4.3 Drainage Infrastructure

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

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

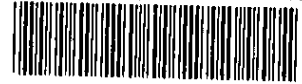
- (a) The Owner must create an Owners Corporation on the first plan of subdivision lodged in respect of the Land.
- (b) Council must maintain all Public Land in accordance with the Standard Service Levels, other than during the period two years from the date of registration of the Stage 1 Plan, for which the Owner has the maintenance obligations of the Council for that period.
- (c) If the Owner and/or the Owners Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a) requires any Public Land to be maintained to standards above the Standard Service Levels, the Owner must procure that the Owners Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a) enters into an agreement directly with Council and the Owner pursuant to which that Owners Corporation agrees to perform the additional maintenance required by the Owner and/or that Owners Corporation at its cost (except to the extent that the additional maintenance obligation has been imposed on any tenant, occupier or other user of the Public Land).
- (d) Council grants to the Owner (and agrees to grant to the Owner's Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a)) all necessary licences to enable the Owner or the Owners Corporation to maintain the Public Land to standards exceeding those specified in the Standard Service Levels, if required by the Owner and/or Owners Corporation.

4.5 Shared Path

- (a) Prior to Council issuing a statement of compliance for the first plan of subdivision lodged in respect of the Land, the Owner must construct a 2 metre wide shared path generally along the south side of Lithgow Street from the boundary of the Land to the bus stop on the corner of the Old Hume Highway and Lithgow Street.
- (b) The shared path constructed by the Owner in accordance with clause 4.5(a) must be constructed of concrete or such other material approved in writing by Council.
- (c) The Owner, at its cost, must use its best endeavours to obtain any approvals from VicRoads that are necessary to access assets owned by VicRoads in order to comply with the Owner's obligations under clause 4.5(a).

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- (d) If, despite using its best endeavours to do so, the Owner is unable to obtain any necessary approval from VicRoads in accordance with clause 4.5(c), the Owner and Council must use their best endeavours to agree on an alternative route for the shared path that does not require the owner to obtain approvals to access assets owned by VicRoads.
- (e) If Council and the Owner are unable to reach agreement in accordance with clause 4.5(d), or there is no alternative route for the shared path that does not require the Owner to obtain approvals to access assets owned by VicRoads, the Owner need only construct such part of the shared path as it is capable of constructing without obtaining the necessary approvals from VicRoads.

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

- (a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and
- (b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.2 Notice

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

7. Non-compliance

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

- (a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- (b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

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

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8.2 Unresolved dispute

- (a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:
- (i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;
 - (ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;
 - (iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;
 - (iv) for a matter connected with the cost of construction of works, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;
 - (v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board,
- or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.
- (b) The parties agree to appoint the independent expert on the following terms:
- (i) the independent expert shall act as an expert and not as an arbitrator;
 - (ii) the independent expert shall determine the dispute:
 - A. on the basis of the rights and obligations set out in this Agreement; and
 - B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;
 - (iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;
 - (iv) the determination of the independent expert shall be final and binding on the parties;
 - (v) the cost of the determination shall be borne equally by the parties;
 - (vi) the parties may be legally represented at any hearing before the independent expert;
 - (vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

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- (viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;
- (ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.
- (c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.
- (d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Successors in title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will be required to:

- (a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

The Owner covenants to pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, execution and registration of this Agreement.

9.4 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.5 Jurisdiction

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

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9.6 Notices

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

- (a) must be in writing, be in English and dated;
- (b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee,; and
- (d) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. Ending of Agreement

- (a) This Agreement ends:
 - (i) in relation to a Lot within a stage on Plan of Subdivision PS617320S that is intended for residential use, on the date that Council issues a statement of compliance for that stage; and otherwise
 - (ii) in its entirety, on the Termination Date.
- (b) As soon as reasonably practicable after the Agreement ends in relation to the Land or part of the Land, Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register insofar as it affects the Land or part of the Land as the case may be.

11. GST

11.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

11.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive

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amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

11.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 11.2 on account of the Supplier's GST liability.

11.4 Tax invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Executed as an agreement under Division 2 of Part 9 of the Act

Executed by Beveridge Land Pty Ltd in accordance with section 127 of the *Corporations Act* by or in the presence of:

N.G. Graham

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

George Kline

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

The Common Seal of Mitchell Shire Council was hereto affixed on the *14 September 2009* with the authority of Council

[Signature]

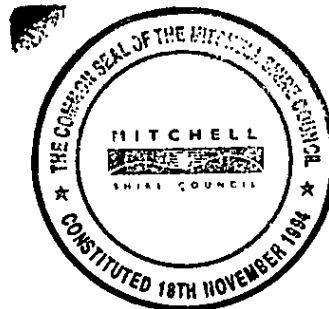
Councillor

[Signature]

Councillor

[Signature]

ACTING Chief Executive



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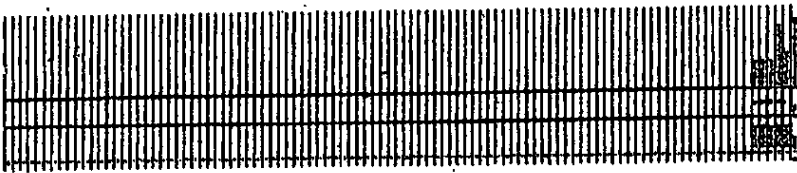
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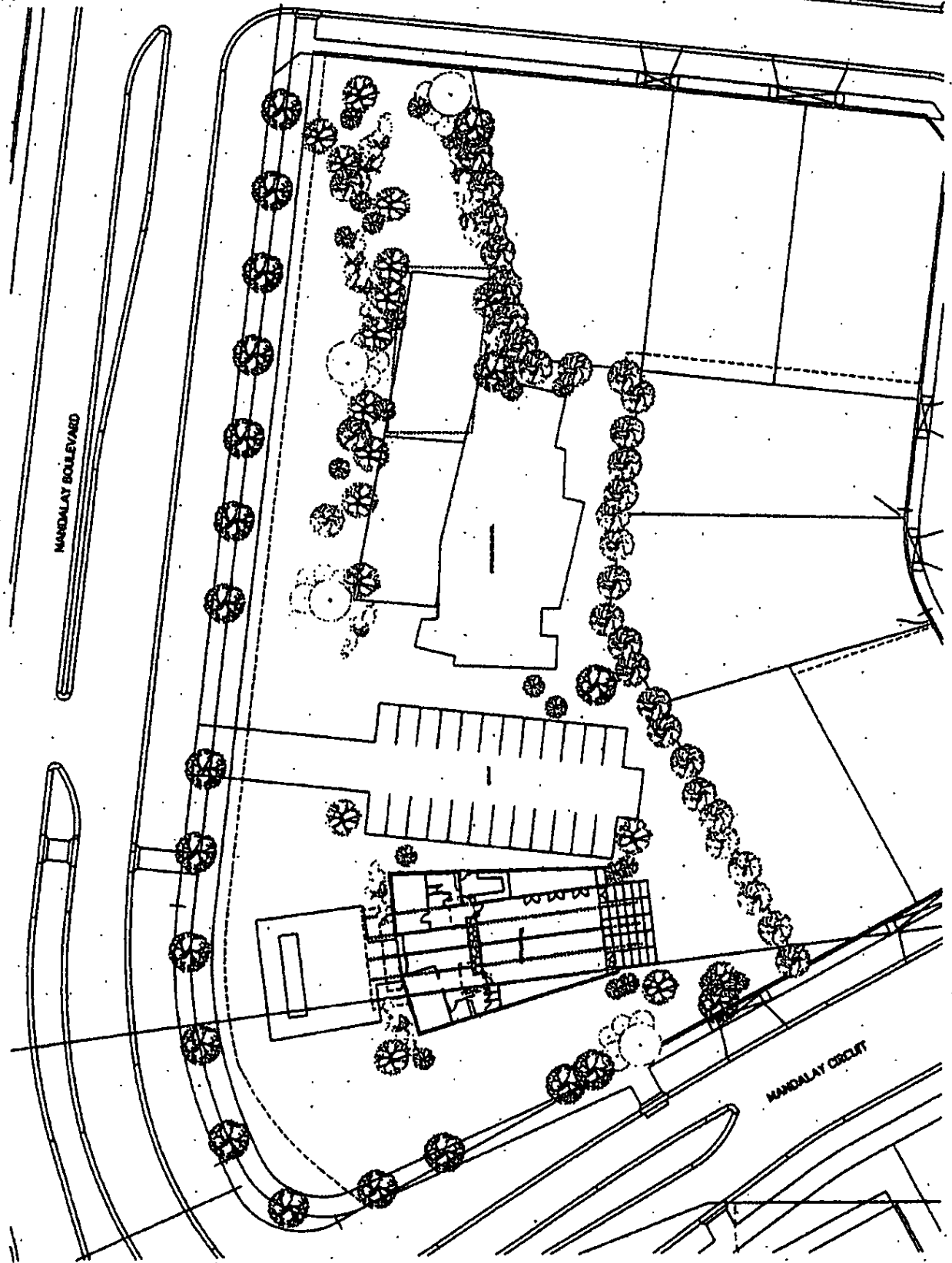
Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

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

FACILITY/SERVICE	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.
<p><u>Retail Floorspace</u></p> <p>An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m² of retail floor space.</p>	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
<p><u>Playground Facilities (5)</u></p> <p>One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers.</p> <p>One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.</p>	<ol style="list-style-type: none"> 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.
<p><u>Roads</u></p> <p>A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1.</p> <ul style="list-style-type: none"> • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections. 	Occupation of 100 dwellings.	Per Facility/Service description

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FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<ul style="list-style-type: none"> Provision of streetlighting at the intersections of Camerons Road/north bound entry and exit ramps and Camerons Road/Old Hume Highway/southbound entry ramp as well as under the Hume Highway overpass. 		
<p>Stage 2</p> <ul style="list-style-type: none"> Channelisation to create a separate left turn slip-lane from the northbound exit ramp into Camerons Road and a narrow median island in Camerons Road adjacent to this slip-lane to prevent "wrong way" movements along the northbound exit ramp. 	<p>When traffic volumes on northbound exit ramp exceed 2,000vpd.</p>	<p>Per Facility/Service description</p>
<p>Stage 3</p> <ul style="list-style-type: none"> Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection. 	<p>When traffic volumes on Camerons Road under the overpass reach 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>		

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FACULTY/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>Water Supply</p> <p>Sewerage System, including reticulation and treatment plant</p>	<p>Lots are to be connected to water supply and sewerage system prior to occupation. EPA Works Approval for the sewerage treatment system is required prior to the development of the land, except for the golf course. If necessary the concept plan will be altered to accommodate any requirements of the Works Approval.</p>	
<p><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>

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Annexure 2 - Standard Service Levels

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O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

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

- *watering*
 - *soil testing and fertilizing of lawns and garden beds*
 - *weeding*
 - *reseeding*
 - *pest and disease control*
 - *staking*
 - *replanting*
 - *cultivation*
 - *pruning*
 - *aerating*
 - *renovating*
 - *top-dressing and re-seeding/re-sodding of grass areas*
 - *maintaining a neat and tidy site including rubbish removal*
 - *aerating of lawn areas*
 - *mowing and edging of lawn areas*
 - *maintenance of garden beds & trees including replacement planting*
 - *additional mulching of trees and garden bed areas*
 - *maintaining and cleaning furniture, structures and BBQ*
 - *monitoring and maintenance of irrigation system*
 - *monitoring and maintenance of lighting*
 - *periodic inspection of playground equipment*
 - *repair of vandalism*
-

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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 reinstate 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.

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O.06 Planted Areas

Maintain the planted areas in one of the following manners:

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

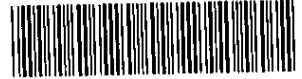
Note: The Maintenance Contractor is responsible for the Maintenance and Establishment of all planting works to ensure the following standards are met:

- Garden bed to be covered by plant growth consistent with the intended design
- Mulch depth maintained to the specified levels – 75mm Depth Typical
- Plants to be in a good, healthy condition.
- Plants & trees to be pruned as required to maintain plant health and condition
- Soil pH to be between 6.0 and 7.0
- Plants to be acceptable examples of their species in size, shape and growth
- Dead plants to be replaced with a specimen approved by the superintendent
- Dead braches to be removed
- Garden beds to be between 0% weed cover and 5% weed cover
- Garden beds to be free of all ground rubbish and debris
- Inspect all plants & trees on a weekly basis to maintain active healthy growth

Note: The superintendent is to be immediately notified if any plant or tree displays signs of stress such as over or under-watering, wilting or insect outbreak.

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O.07 Grass Areas

Maintain all grass areas by watering, weeding, reseeding, rolling, mowing, top dressing, trimming, fertilizing or other operations as necessary to ensure that grass areas meet the following standards:

- All lawn areas are healthy and green throughout the year
- Soil pH level between 6.0 and 7.0
- Free of weeds
- Free of humps and hollows
- Free of rubbish
- All lawn clippings to be collected as disposed of

Wintergreen couch mowing heights for parks and streetscape in a residential development;

April to October: 15 - 20mm

November to March: 12 - 15mm

Note: Mow with Cylinder mower with catcher only. No rotary mowers.

Grass damage repaired by sodding bare lawn areas within 5 days of occurrence of damage

O.08 Watering

Grass, trees and garden bed areas are to be watered regularly so as to ensure continuous healthy growth. The minimum acceptable requirement for grass areas is 25mm of natural rainfall or its applied equivalent or a combination of both during each period of one week from 1st April to 31st September and 35mm of natural rainfall or its equivalent or a combination of both during each period of one week from 1st October to 31st March. Acceptable requirement for trees and shrubs is 25mm of water during each period of one week

O.09 Weeding and Rubbish Removal

Remove by hand rubbish and weed growth that may re-occur throughout the contract area. This work is to be carried out regularly so that at weekly intervals the area may be observed in a completely clean and tidy condition. Clean footpaths and paved areas weekly to ensure any pathways are free of dirt, mud, sand & mulch. Graffiti is to be removed using an approved product according to manufacturer's instructions within 24 hours of being reported.

O.10 Weed Control

All noxious weeds are to be removed from all garden bed and lawn areas either by hand or with an approved herbicide used according to manufacturers instructions. Areas of lawn damaged during weed eradication are to be re-seeded with the specified grass mix.

Herbicide is not to be used around the base of any tree. Herbicide only to be used on windless days and must include a marker dye.

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O.11 Soil Subsidence

Make good any soil subsidence or erosion which may occur after the soil filling and preparation operations.

O.12 Tree Ties & Guards

Ensure ties made to stakes are secure as 'figure 8' pattern.
Ensure guards remain secure and protect tree as per manufacturers specification

O.13 Pruning

Prune trees and shrubs as directed by the Superintendent. Pruning will be directed for the maintenance of dense foliage, or miscellaneous pruning as beneficial to the condition of the plants. Prune any damaged growth. Pruning should only be carried out by an approved arborist. Street trees should be pruned to ensure vehicle sightlines.

O.14 Mowing

Prior to mowing the landscape maintenance contractor should removed all rubbish and debris from lawn areas. At completion of mowing the landscape maintenance contractor is to ensure that all lawn clippings and debris created during mowing are removed and disposed of appropriately

O.15 Trimming and Edging

All grassed areas are to be neatly edge where they meet adjacent surfaces with an even sward height to be maintained as per O.07 grass areas section.

Lawn areas are not to grow more than 40mm beyond the specified edge as per the landscape plans

Grass can only be trimmed manually around the base of trees. Mechanical line trimmers are not to be used within 300mm of tree base.

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

Provision should be made to fertilise all grass areas four times per year or as necessary to ensure a healthy, vigorous and uniformly green appearance is maintained

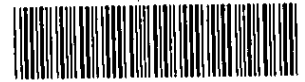
Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

Log of fertiliser application to be kept to ensure fertilisation occurs four times per year

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O.17 Irrigation

Landscape maintenance contractor to operate and maintain irrigation system to ensure that all garden beds and lawns remain in a healthy condition.

A performance check should be carried out weekly and maintenance of irrigation system including cleaning of nozzles and heads. Any issue with the system is to be immediately reported to the superintendent.

Landscape maintenance contractor should allow to adjust the irrigation cycles depending on the season, weather and plant species.

The irrigation system will be automatically monitored from the golf course computer and familiarity with the system will be the responsibility of the landscape maintenance contractor.

O.18 Plant Replacement

Landscape maintenance contractor should regularly inspect trees, shrubs and lawn areas to ensure that all species are healthy. When a plant is identified as needing replacement either by the contractor or the superintendent the contractor shall replace the plant at their own cost where the plant has failed due to contractor not providing adequate horticultural care.

A plant is considered failing when there are pests or disease present which will not allow the plant to return to full health or when the plant has been permanently damaged or when there is no evidence of new growth relative to the season.

Any replacements must be approved by the Superintendent prior to installation.

O.19 Cleaning of parkland area and facilities

Landscape maintenance contractor is to regularly inspect and clean weekly the park areas and associated facilities including but not limited to BBQ, shelter, furniture, playground equipment, soft fall mulch, sand pit, paving and areas immediately surrounding the parkland.

O.20 Paved surfaces

Landscape maintenance contractor is to clean and inspect paved surfaces weekly including asphalt and concrete.

O.21 Edging

Landscape maintenance contractor is to regularly inspect and repair all edges including but not limited to spade cut, timber, brick and steel edging to maintain stability and appearance.

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O.22 BBQ

Contractor to allow to regularly inspect and clean (as required) the BBQ.
Contractor to ensure cook-top is clean and to regularly inspect and clean the grease trap (fat tray) and remove waste from site.

O.23 Oiling of Timber Seats, Decking and Handrails

Timber seats and decking to be oiled once every 12 months with an approved product. Contractor to allow to protect ground surface from oil spillage and signage to warn the public not to use the seats/decking while oil is soaking into the timber.

O.24 Structures

Landscape maintenance contractor to regularly inspect and maintain all landscape structures including but not limited to shade structures, bollards and fences to ensure safety and a clean and tidy appearance. If damage is identified it must be immediately reported to the superintendent.

O.25 Playground Equipment

3 month periodic inspection of playground equipment to ensure general safety. Ensure that all fixings are tight and adjust accordingly. Sand any splintered or rough timber surfaces. Top up with approved soft-fall mulch as required to meet safety standards

O.26 Water Courses and Water Bodies

The landscape maintenance contractor is to maintain all water courses and water bodies to ensure that all edges remain neat and clean. Landscape maintenance contractor to inspect water courses and water bodies weekly to remove all rubbish, litter and weeds. Areas where erosion has occurred or where plants are failing to establish are to be reported to the superintendent immediately.

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

O.27 Insurance

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

O.28 Urgent Works

Notwithstanding anything to the contrary of the Contract, the Superintendent may instruct the Contractor to perform urgent maintenance on works. Should the Contractor fail to carry out the work immediately, the Superintendent reserves the right, without further notice, to employ others to carry out such work and charge it to the Contractor.

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O.29 Completion

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

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

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Annexure 3 - Design/Functional Brief

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Pre-School Centre

Area requirement
 2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

- Uses:**
 - Large open area for various learning activities for pre-schoolers.
 - Able to be divided into two smaller areas via an acoustic operable wall. Make allowance for the future installation of the operable wall.
- Finishes:**
 - Durable, hard wearing finishes, easily cleaned and maintained. Sufficient percentage of surfaces to be acoustic absorbing to reduce overall noise levels.
- Floors:**
 - Floors to be a combination of commercial grade carpet tiles and sheet vinyl to cater for varied activities.
- Walls:**
 - Hard wearing fibre cement at low level for impact resistance, plasterboard at higher level. Painted.
 - Acoustics to be well considered between rooms.
- Ceilings:**
 - Plasterboard and/or acoustic tile to meet acoustic requirements.
- Lighting:**
 - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
 - Good natural lighting and views to outdoor areas.
 - Windows to be 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 space/s via internal glazed screens.
- Floors:**
 - Commercial grade wool blend carpet tiles.
- Walls:**
 - Plasterboard – painted.
- Ceilings:**
 - Plasterboard – painted.
- Lighting:**
 - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
 - Good natural lighting and views through teaching space/s to outdoor areas.
- Heating/cooling:**
 - Evaporative air conditioning for cooling.
 - Radiant heating panels for heating.
- Fittings/equipment:**
 - All desks, shelving, file cabinets, etc. to be part of F.F. & E. budget.

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Kinder Store - x 2

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

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

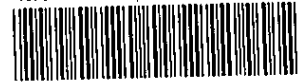
Kinder Food Prep Area

Area included in Pre-School figure
 nominally 10 m²

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

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Bathrooms – Kinder Dedicated

Area included in Pre-School figure
nominally 40 m²

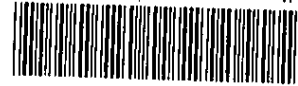
To be to the satisfaction of DHS

- Uses:**
- Semi private boy and girl toilet alcoves for kinder children allowing children to be supervised and assisted as necessary.
 - Dedicated toilet for Kinder teacher and assistant.
- Finishes:**
- Durable, hard wearing finishes, easily cleaned and maintained.
- Floors:**
- Sheet vinyl – covered at wall junctions.
- Walls:**
- Wet area plasterboard or wallboard– combination of sheet vinyl and painted plasterboard.
- Ceilings:**
- Wet area plasterboard, painted.
- Lighting:**
- Fluorescent lighting to code requirements.
- Heating/
cooling:**
- Toilet exhaust.
- Fittings/
equipment:**
- Boy's toilet alcove comprising 2 child size WCs and 1 wash basin.
 - Girl's toilet alcove comprising 2 child size WCs and 1 wash basin.
 - Teacher's toilet to include 1 WC and 1 wash basin.
 - Hand dryers, paper towel dispensers, etc. to be provided.

**Other
requirements:**

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Maternal & Child Health

Area requirement 120 m²

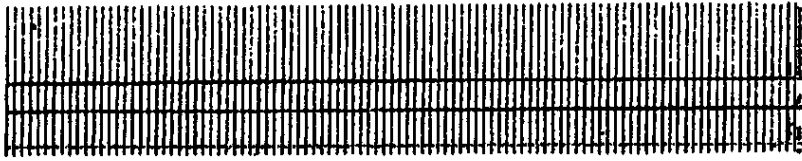
- Uses:** - Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, small tea prep. area, etc.
- Finishes:** - Quality, durable finishes.
- Floors:** - Commercial grade broadloom carpet.
- Walls:** - Plasterboard, painted.
- Ceilings:** - Acoustic tile with plasterboard perimeter to each room.
- Lighting:** - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
- Good natural lighting and views to outdoor areas.
- Heating/cooling:** - Refrigerant air conditioning for heating and cooling.
- Fittings/equipment:** - Windows to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces.
- Exam rooms to include hand wash basin.
- Tee prep. area to include laminate bench top, underbench and overbench joinery, inset sink, boiling/chilled water unit, dishwasher.
- Toilet to include WC and small wash basin.
- Other requirements:** - Close proximity to Pre School and Infant Welfare Entrance/Waiting

Indicative spatial break up:

- Examination room 1	20 m ²
- Examination room 2	20 m ²
- Consultation	15 m ²
- Waiting	20 m ²
- Store room	15 m ²
- Small Tee Prep.	5 m ²
- Toilet (to meet DDA requirements)	2 m ²
- Circulation	23 m ²
Total	120 m²

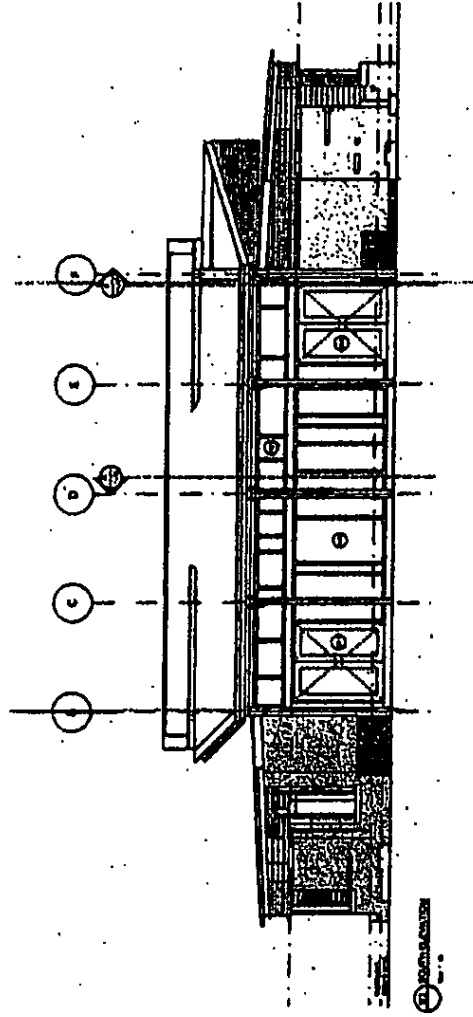
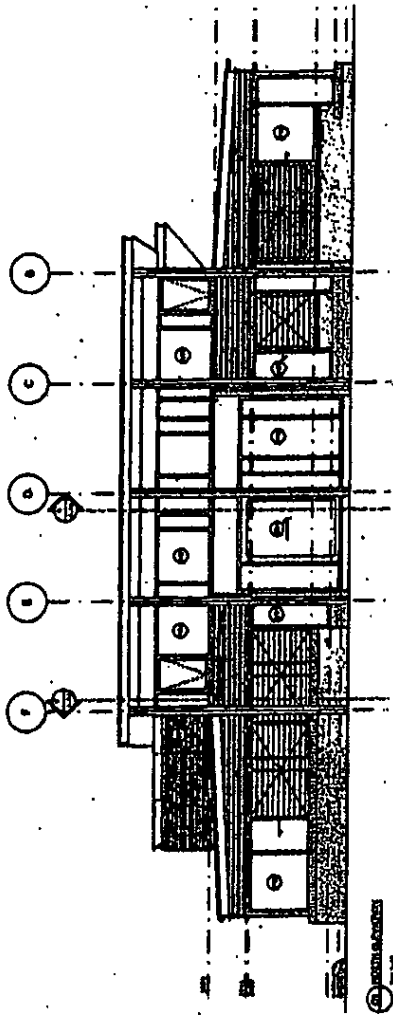
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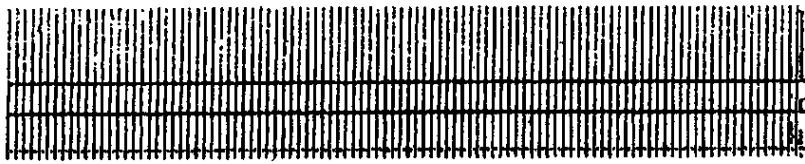
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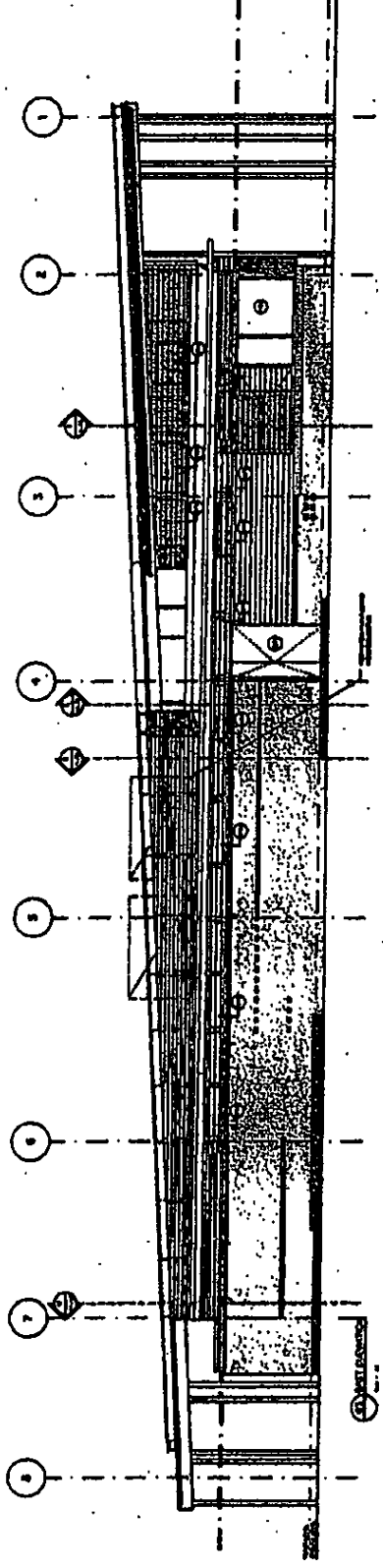
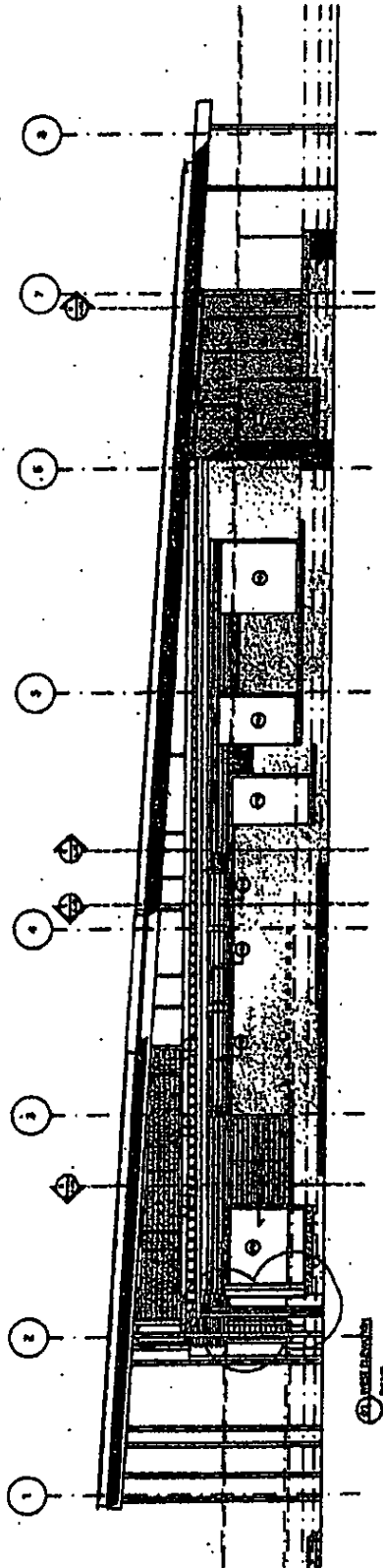
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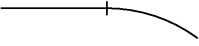

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MB
COMMUNITY
10/2008

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PLAN OF SUBDIVISION		EDITION 63	PS 617320S
LOCATION OF LAND PARISH: MERRIANG TOWNSHIP: BEVERIDGE - SECTION: - CROWN ALLOTMENT: 69 (PART), 70 (PART) & 71 (PART) - CROWN PORTION: - 13 (PART) TITLE REFERENCE: VOL 12277 FOL 629 LAST PLAN REFERENCE: PC370188A POSTAL ADDRESS: CAMERONS LANE (at time of subdivision) BEVERIDGE 3753 MGA CO-ORDINATES: E: 318 550 ZONE:55 (of approx centre of land in plan) N: 5 850 600		Council Name: MITCHELL SHIRE COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY	
ROAD R1-R9, R12, R14-R21, R23, R27-R51, R54, R55, R56, R60, R61, R63-R67, R81, R97 RESERVE No.1-7, 11-16, 18-24, 28-29, 31-32, 34, 36-37, 40-41, 43, 47, 50-51, 53-56, 58-61, 66 - 71, 73, 75, 76, 81, 84 & 85 RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39 RESERVE No.33 RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 & 83	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL SPI ELECTRICITY PTY LTD YARRA VALLEY WATER LIMITED AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)	SURVEY: This plan is based on survey vide BP2120T & PS617320S/S37 & PS617320/S46 This survey has been connected to permanent marks no(s) 4, 10, 14 & 45 In Proclaimed Survey Area No. 74 TANGENT POINTS ARE SHOWN THUS:  LOTS 301 TO 901, 917, 929 TO 1200, 1237 TO 1400, 1445 TO 1500, 1545 TO 1600, 1635 TO 1700, 1747 TO 1800, 1818 TO 1900, 1911 TO 2000, 2041 TO 2100, 2151 TO 2300, 2373 TO 2700, 2739 TO 2800, 2834 TO 2900, 2929 TO 3000, 3034 TO 3100, 3144 TO 3200, 3237 TO 3300, 3332 TO 3400, 3435 TO 3500, 3532 TO 3600, 3632 TO 3700, 3745 TO 3800, 3857 TO 3900, 3939 TO 4000, 4037 TO 4100, 4139 TO 4200, 4238 TO 4300, 4353 TO 4400, 4423 TO 4500, 4519 TO 4600, 4622, 4647 TO 4700, 4732 TO 4800, 4839 TO 4900, 4928 TO 5000, 5022 TO 5100, 5129 TO 5400, 5439 TO 5500, 5536 TO 5600, 5641 TO 6000, 6018 TO 6100, 6130 TO 6300, 6318 TO 6400, 6452 TO 6500, 6520 TO 6600, 6624 TO 6700, 6728 TO 8100, 8150 TO 9700, B, S1, S2 AND S4 TO S33, S35 TO S67 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS	
STAGING: This is a staged subdivision.		<div style="border: 1px solid black; padding: 5px; font-size: small;"> WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958. </div>	
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN
E-2	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000
E-3	SEWERAGE	SEE DIAG	THIS PLAN
E-4	DRAINAGE	SEE DIAG	THIS PLAN
CONTINUED ON SHEET 2			
MANDALAY		LICENSED SURVEYOR: ANDREW J. REAY	
MASTERPLAN			
 Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com		DATE: 02/11/23	REFERENCE: AA0015
		DRAWING: CM0056AA	DRAWN BY: BA
		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 11161 FOL 382
E-19	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
		CONTINUED ON SHEET 3		

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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 2

Original sheet size A3

PLAN OF SUBDIVISION

PS 617320S

EASEMENT INFORMATION

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

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

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DATE: 05/02/21 REFERENCE: AA0015
 DRAWING: CM0065AA DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 3

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

LOT OR RESERVE NUMBER	SHEET NUMBER
Lots 5101 to 5128	86, 91, 92, 93
Lots 5401 to 5438	95, 96
Lots 5501 to 5535	94, 95, 96
Lots 5601 to 5640	89, 92, 93, 97
Lots 6001 to 6017	58
Lots 6101 to 6129	57
Lots 6301 to 6317	63
Lots 6401 to 6451	87, 88
Lots 6501 to 6519	78
Lots 6601 to 6623	89, 92
Lots 6701 to 6727	90
Lots 8101 to 8149	42, 43, 44, 69
Lots 9701 to 9711	47
S3	7
S34	37, 39, 72, 75
S68 (PART 1)	6, 30, 36, 38, 39, 40, 47, 55, 73, 83, 86 - 97
S68 (PART 2)	6, 26, 27, 46
S68 (PART 3)	6, 25, 26, 34, 61, 62

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

KEY SHEET FOR EASEMENTS AND ROADS
FOUND ON SHEET 5

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 SHEET 4

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

ROAD OR EASEMENT NUMBER	SHEET NUMBER
E-1	7-12, 14-26, 28-33, 35, 36, 41, 47-49, 57, 63 & 72
E-2	6, 9, 10, 12-18, 20, 24-32, 35, 38, 41, 57 & 61
E-3	7-14, 16-20, 26, 29, 34-36, 39, 40, 41, 46, 47, 61 & 62
E-4	6, 10, 11, 25, 26, 27, 31, 33-36, 39 - 41, 56, 59, 60, 62, 63, 65-68, 70, 71, 73, 75, 79, 80, 87 - 93, 95 - 97
E-5	9, 10, 18, 29, 35
E-6	12, 14
E-7	12
E-8	13, 16, 27, 46
E-9	10, 12, 41
E-10	13, 16, 46
E-11	13, 16, 27, 29
E-12	17 - 21, 23 - 26
E-13	14, 15, 17, 19, 20, 23, 24, 25, 27, 29
E-14	14, 16, 29
E-15	27
E-16	27
E-17	27
E-18	40
E-19	6, 38, 39
E-20	30, 37-39, 40, 45-58, 60-68, 70-75, 77, 79-83, 86-92 & 94-96
E-21	41
E-22	50, 51
E-23	50, 51, 56
E-24	62
E-25	39, 54, 55, 59, 60, 62, 67, 72, 75, 78, 87-92 & 96
E-26	70
E-27	70
E-28	5, 48
E-81	42, 43, 44 & 69
E-82	43, 44
E-83	43, 44 & 69
E-84	76
E-85	71

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



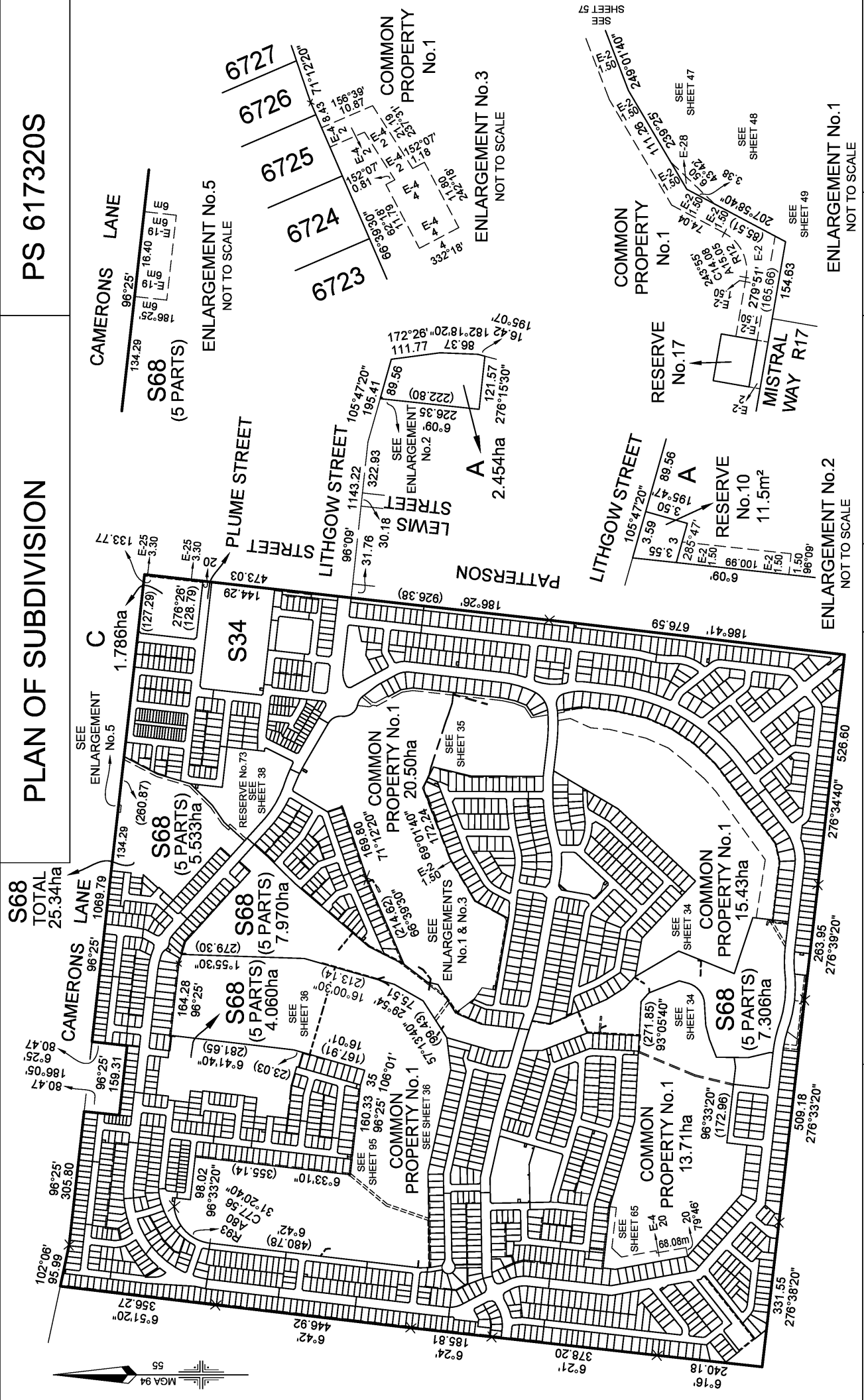
Lyssna Group Pty Ltd
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 Southbank VIC 3006 Australia

LyssnaGroup.com

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 SHEET 5



PLAN OF SUBDIVISION

PS 617320S

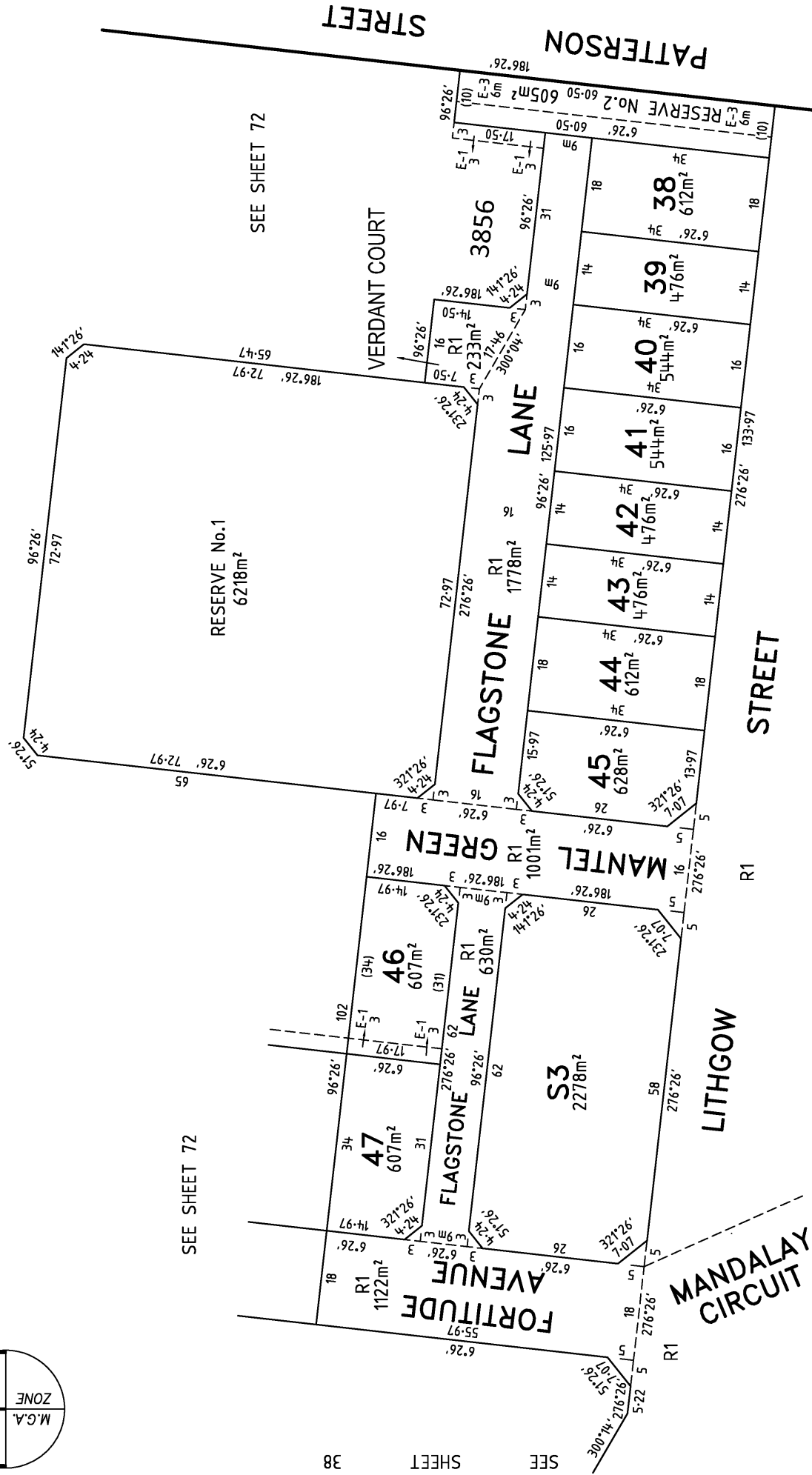
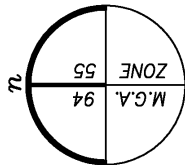
S68 TOTAL 25.34ha
CAMERONS LANE
S68 (5 PARTS) 5.533ha
S68 (5 PARTS) 7.970ha
S68 (5 PARTS) 4.060ha
S68 (5 PARTS) 7.306ha
COMMON PROPERTY No. 1 13.71ha
COMMON PROPERTY No. 1 15.43ha
COMMON PROPERTY No. 1 20.50ha
COMMON PROPERTY No. 1 2.454ha

MANDALAY		SCALE 1:8000	ORIGINAL SHEET SIZE: A3	SHEET 6
LICENSED SURVEYOR: ANDREW J. REAY		0 80 160 240 320 LENGTHS ARE IN METRES		
DATE: 02/11/23	REFERENCE: AA0015			
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PLAN OF SUBDIVISION

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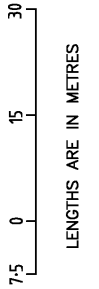
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Sheet 7

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 DWG 2461035EA

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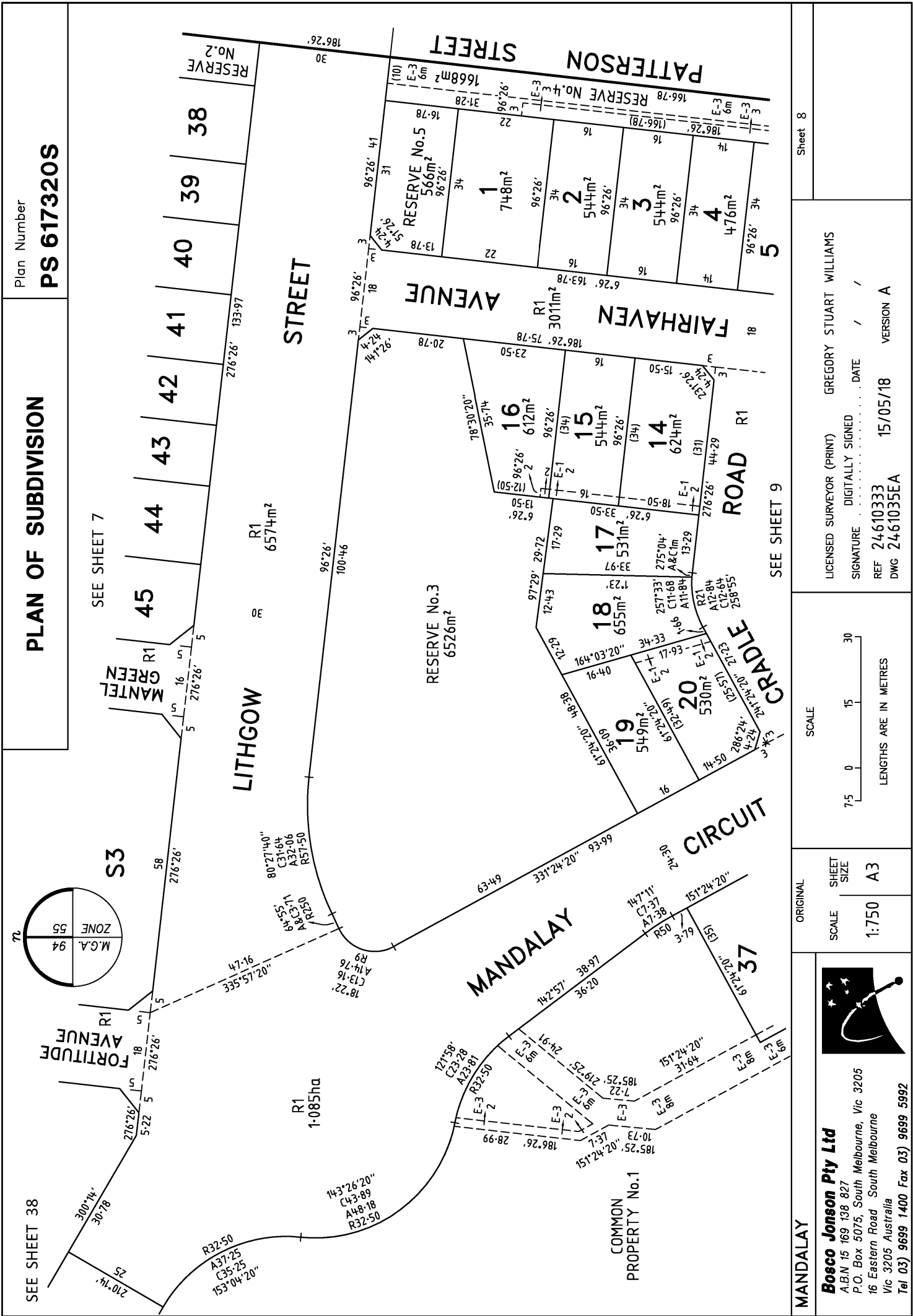
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 Vic 3205 Australia
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SEE SHEET 8

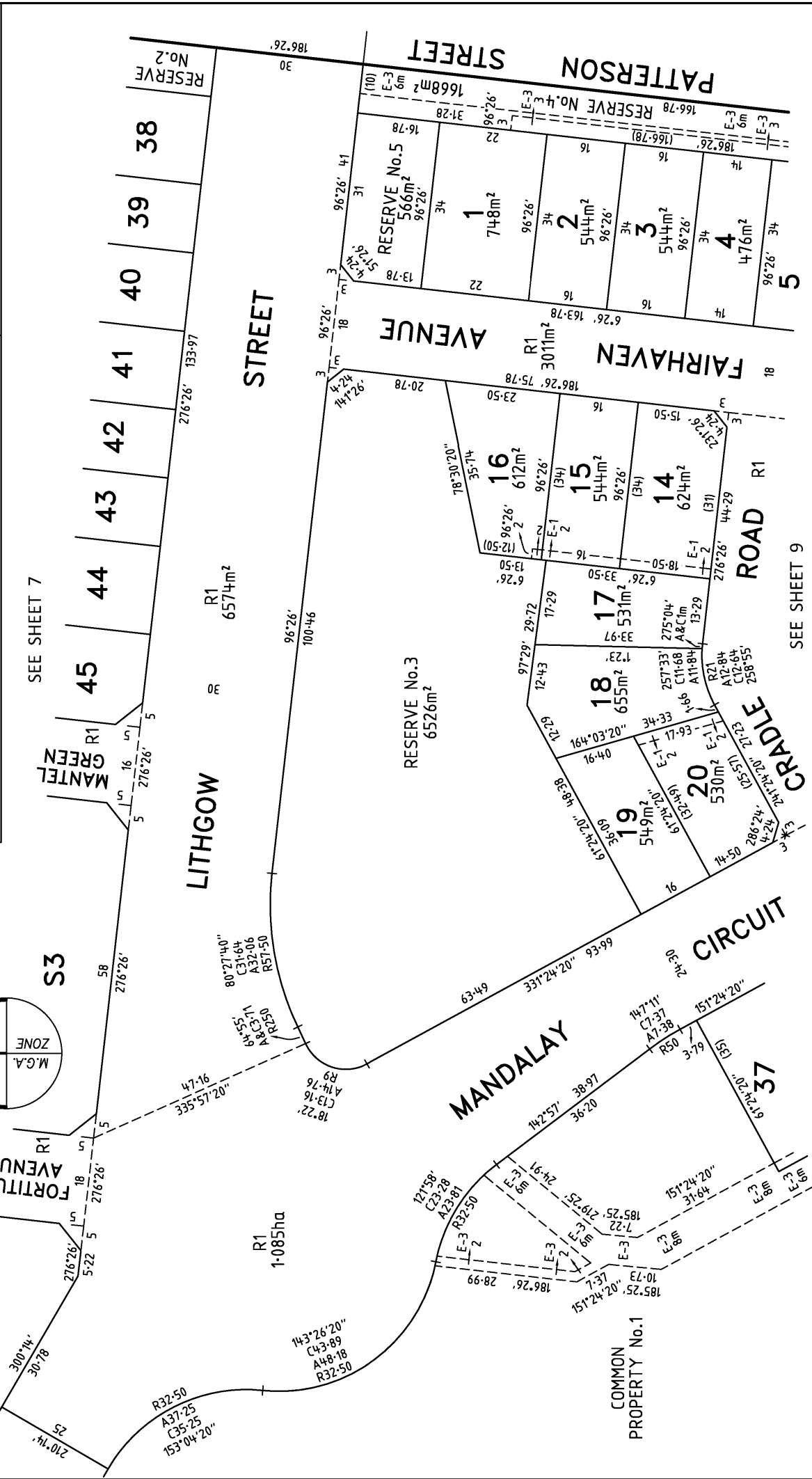
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Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 38



SEE SHEET 7

SEE SHEET 9

SEE SHEET 8

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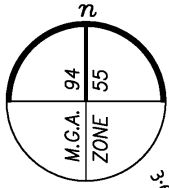
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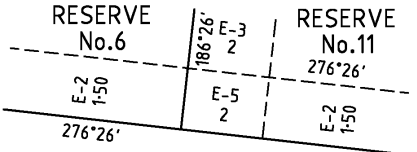
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 SIGNATURE DIGITALLY SIGNED / /
 REF 24610333 DATE / /
 DWG 2461035EA VERSION A

PLAN OF SUBDIVISION

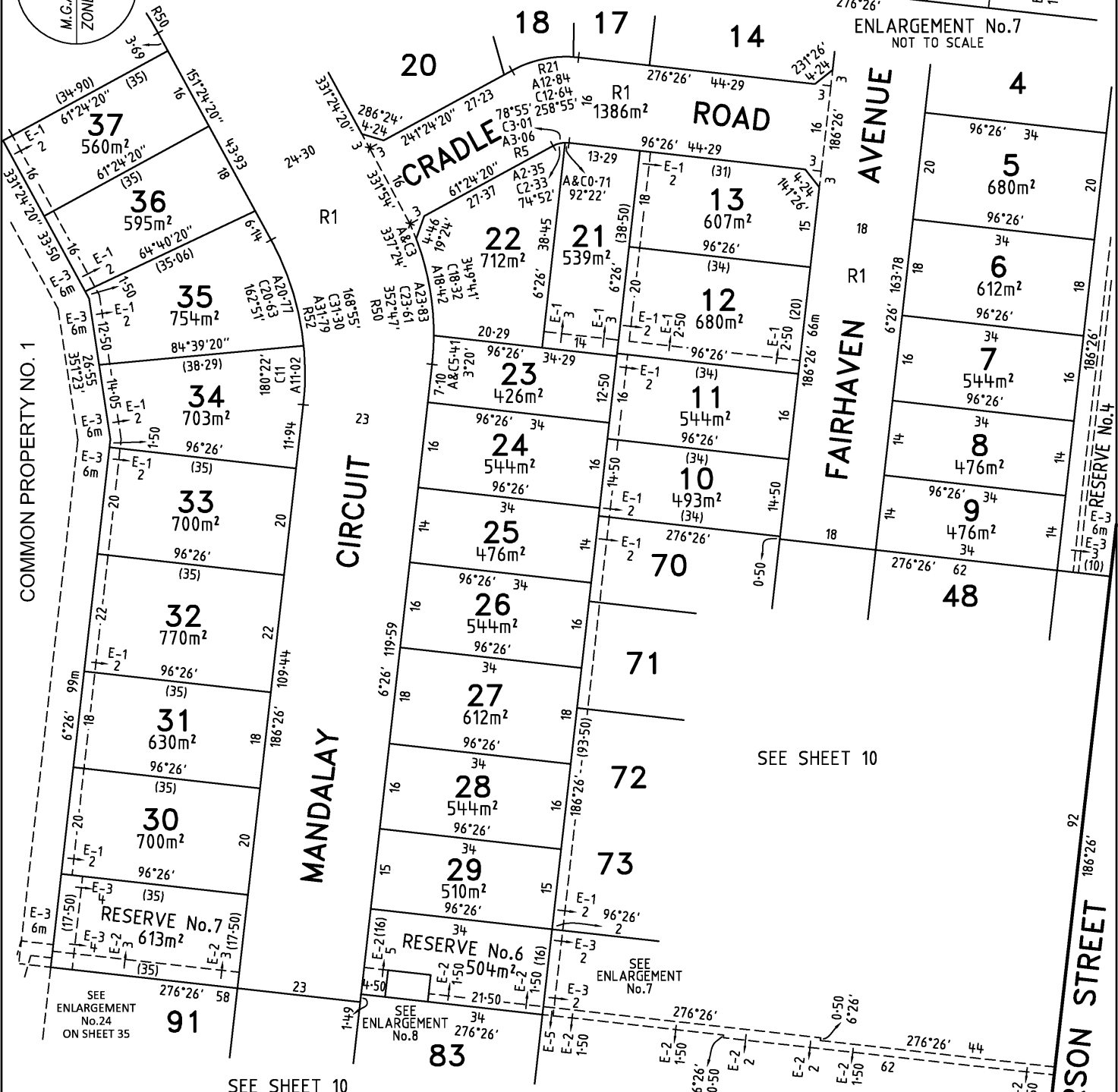
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ENLARGEMENT No.7
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COMMON PROPERTY NO. 1

MANDALAY

CIRCUIT

20

18

17

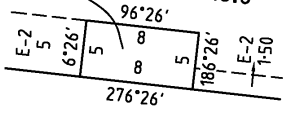
14

FAIRHAVEN AVENUE

PATTERSON STREET

RESERVE No.8
40m²

RESERVE No.6



ENLARGEMENT No.8
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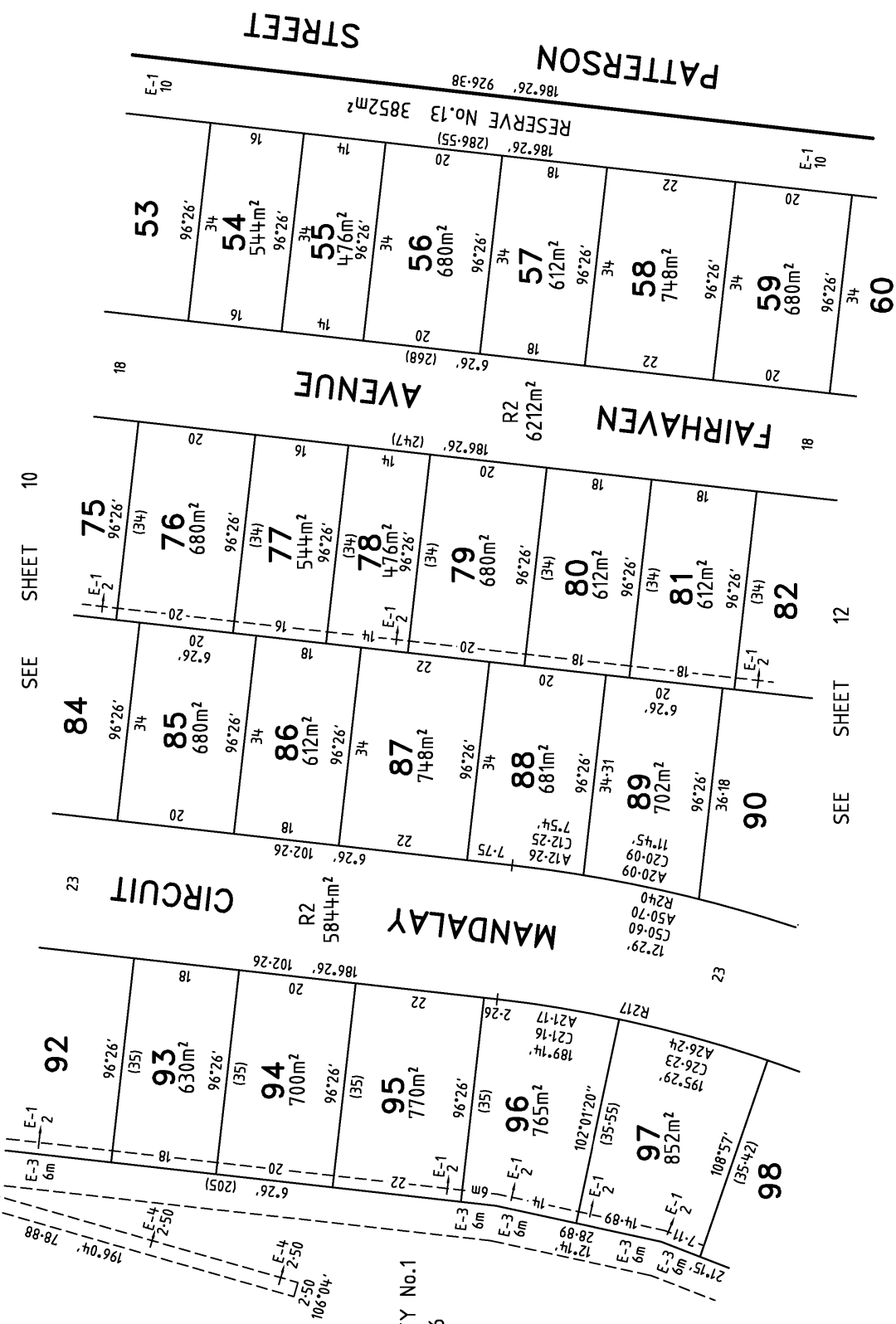
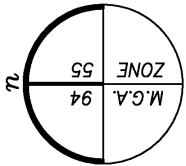
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Sheet 9

PLAN OF SUBDIVISION

Plan Number
PS 617320S

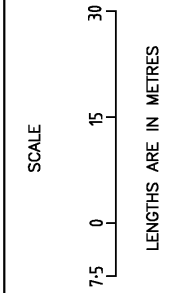


SEE SHEET 10

SEE SHEET 12

Sheet 11

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 DWG 2461035EA VERSION A

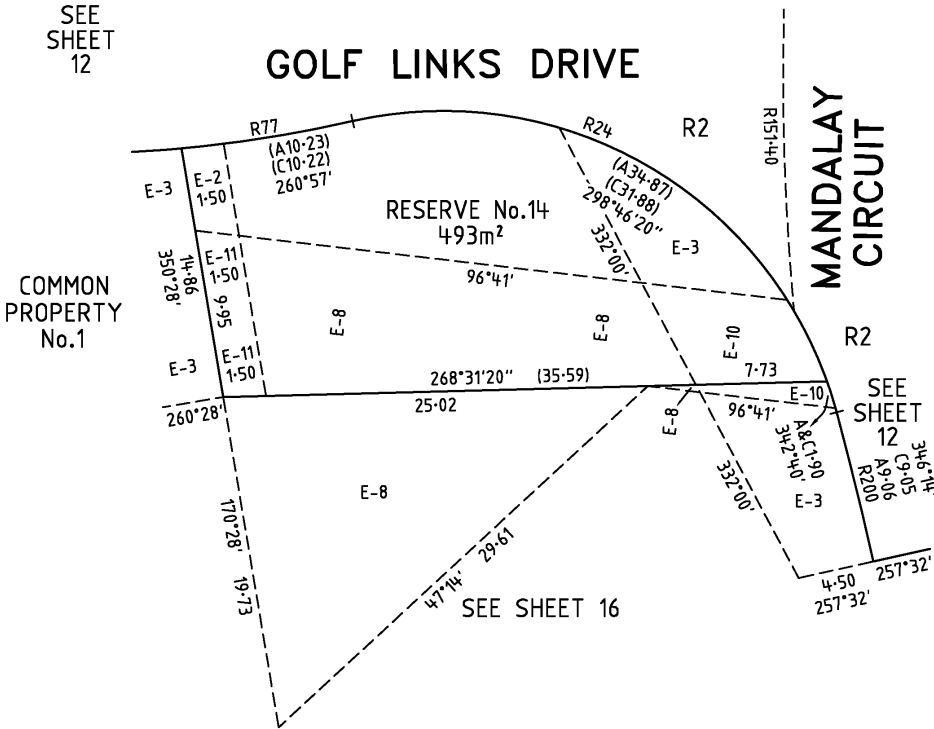
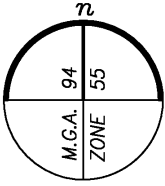


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PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No.11
NOT TO SCALE

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Bosco Jonson Pty Ltd

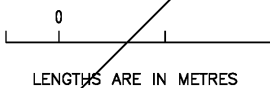
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SCALE SHEET SIZE
A3



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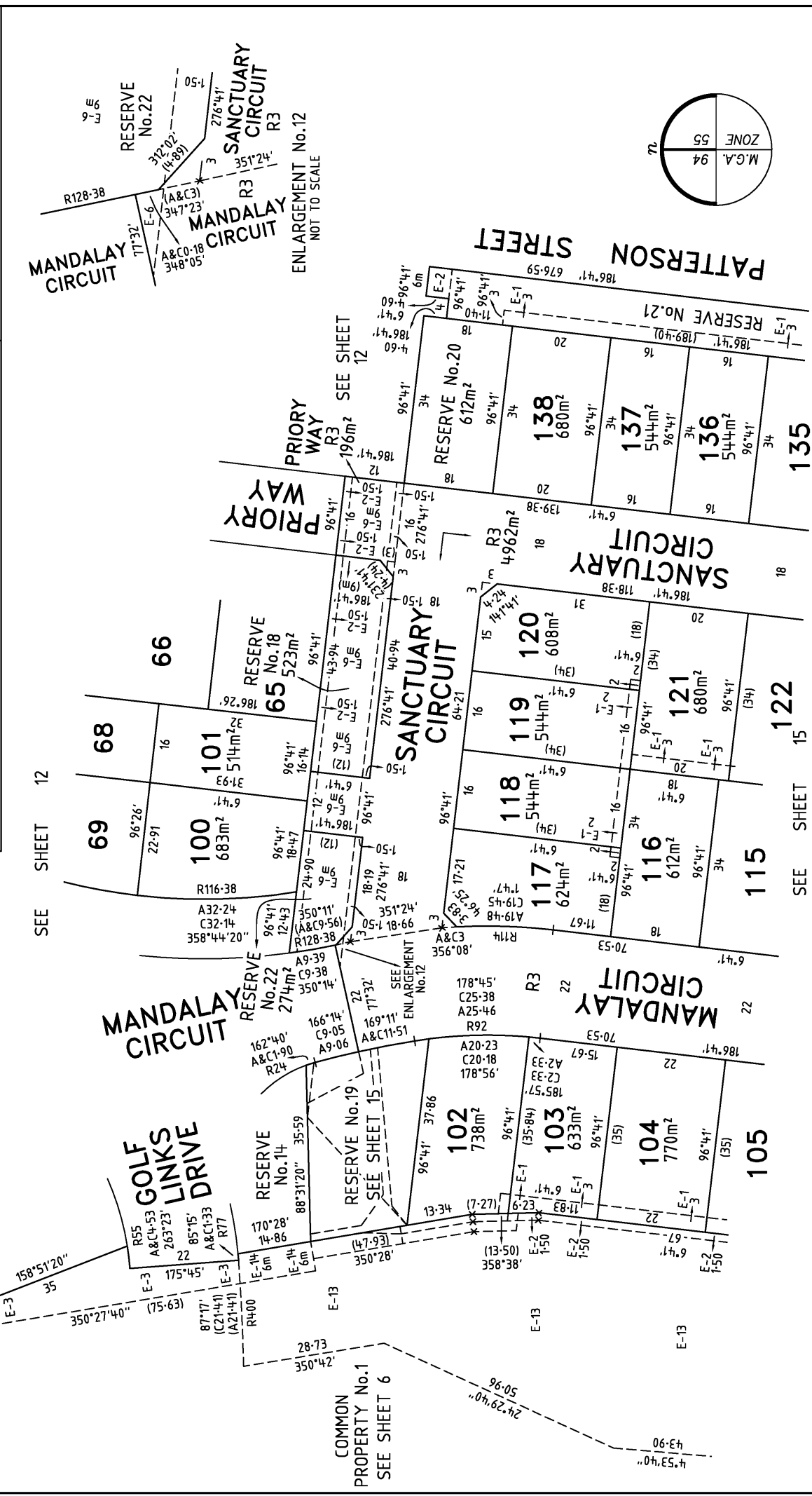
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REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 13

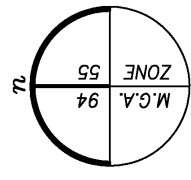
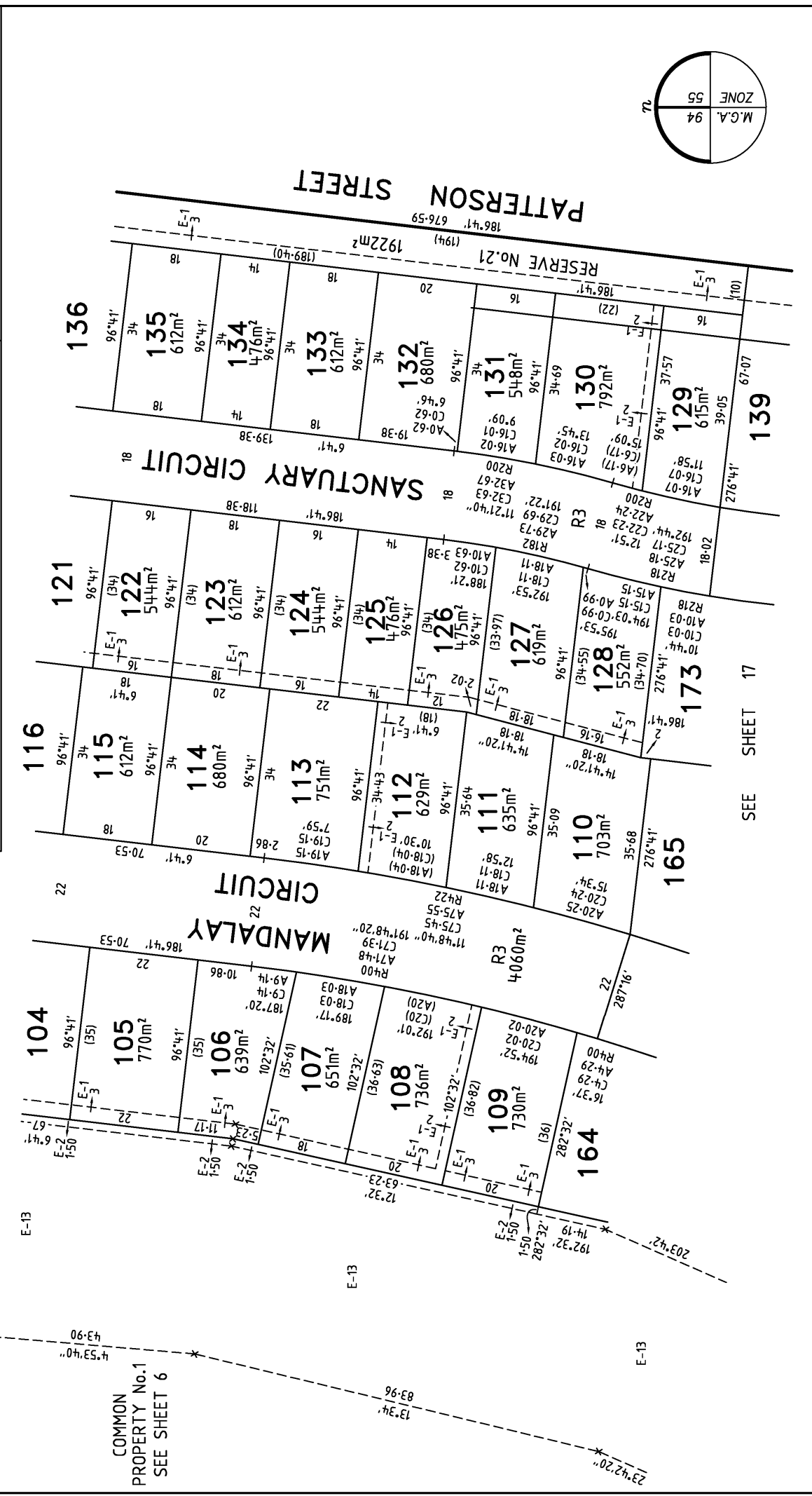
PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	 <p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia Tel. 03) 9699 1400 Fax 03) 9699 5992</p>	<p>ORIGINAL</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>SCALE</td> <td>SHEET SIZE</td> </tr> <tr> <td style="text-align: center;">1:750</td> <td style="text-align: center;">A3</td> </tr> </table>	SCALE	SHEET SIZE	1:750	A3	Sheet 14
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<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 24610333 15/05/18 VERSION A</p> <p>DWG 2461035EA</p>		<p>SCALE</p> <p>7.5 0 15 30</p> <p>LENGTHS ARE IN METRES</p>					

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PLAN OF SUBDIVISION

SEE SHEET 14

SEE SHEET 17

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 Vic 3205 Australia
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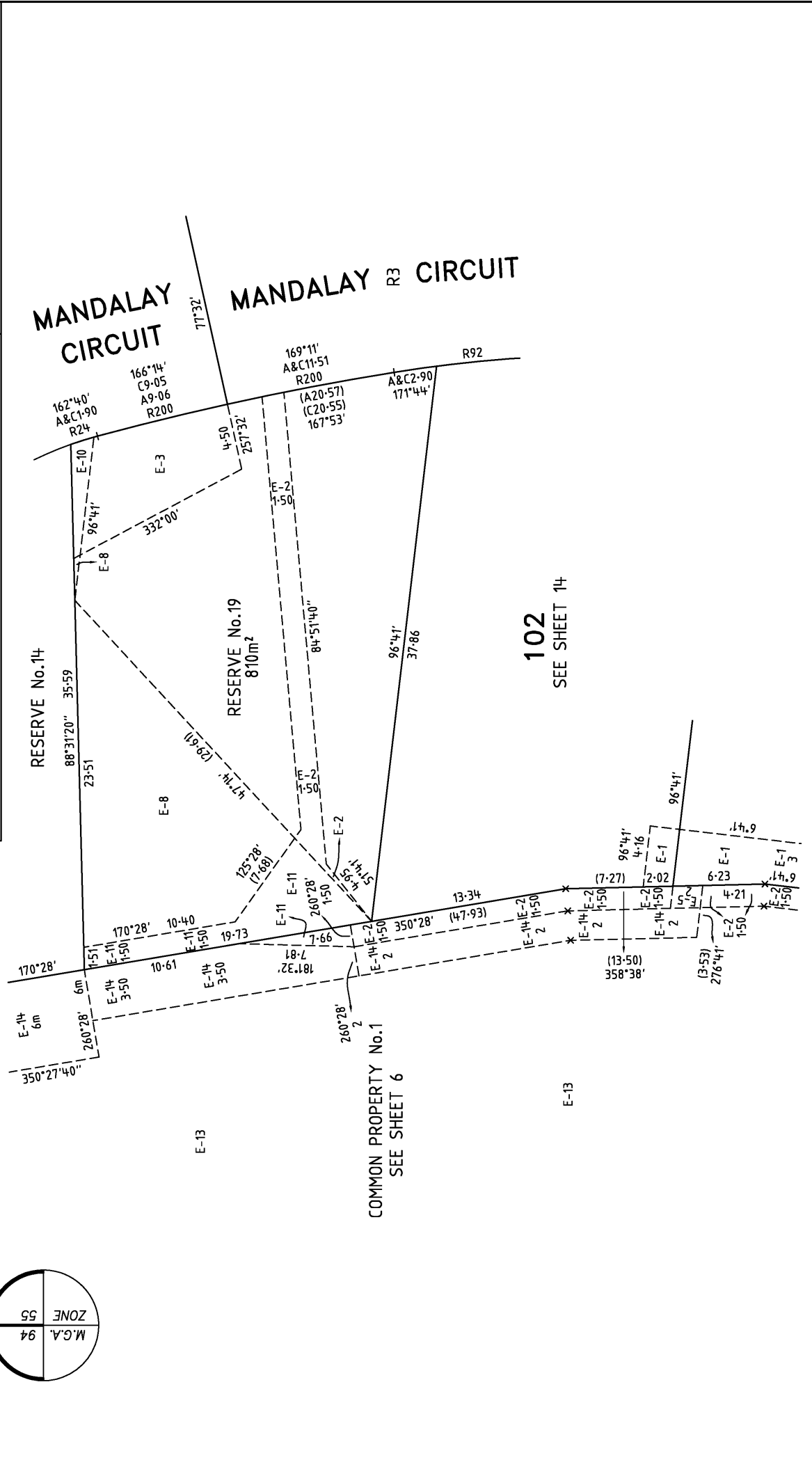
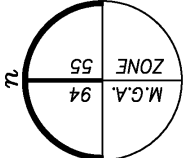
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED / / /
 REF 24610333 DATE / /
 DWG 2461035EA VERSION A

SCALE SHEET SIZE 1:750 A3
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 LENGTHS ARE IN METRES

Sheet 15

Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 16

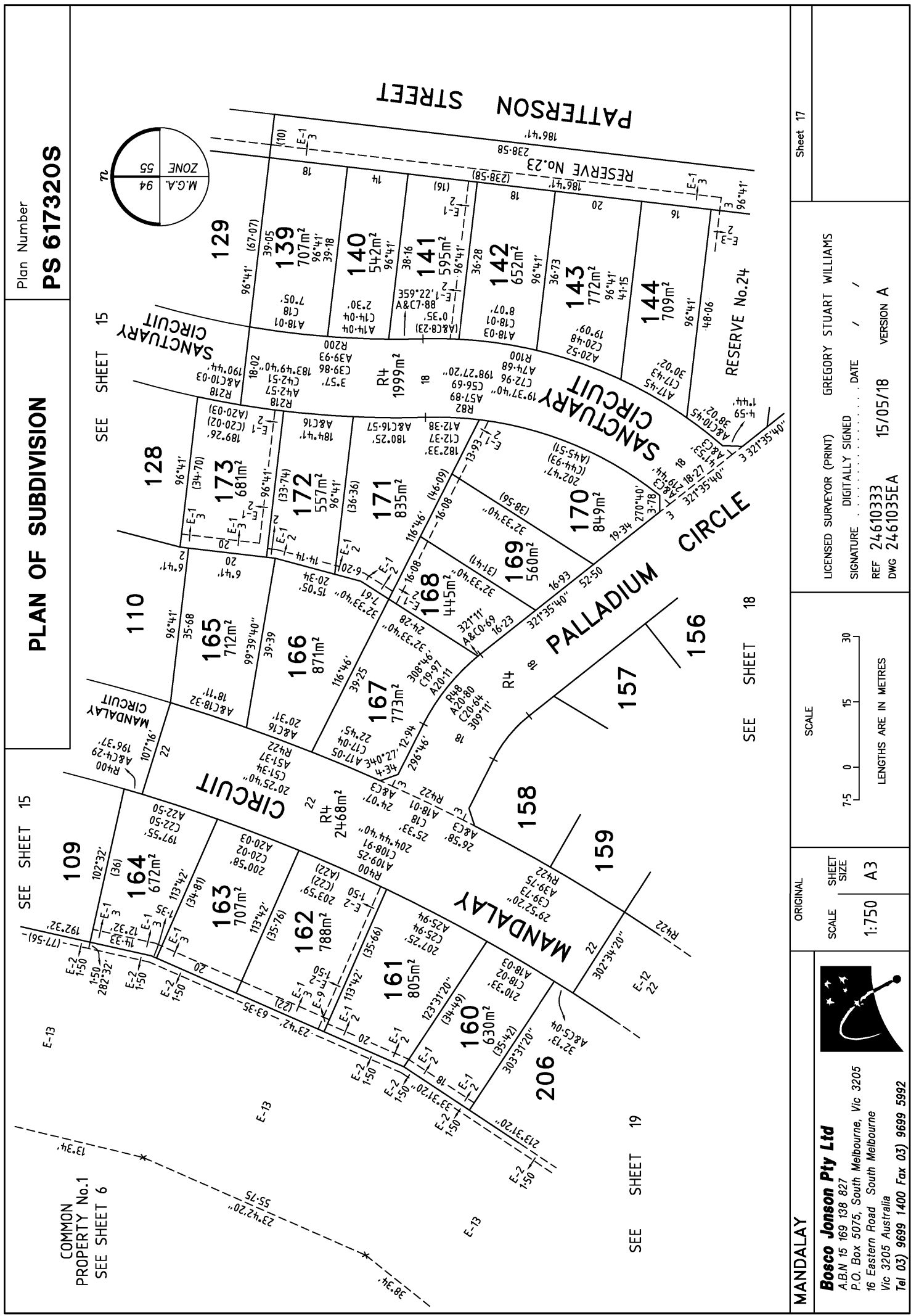
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED / /
 REF 24610333 DATE / /
 DWG 2461035EA 15/05/18 VERSION A

SCALE
 2.5 0 5 10
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE SHEET SIZE
 1:250 A3

MANDALAY

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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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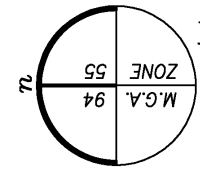


Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 15

COMMON
PROPERTY No.1
SEE SHEET 6



SEE SHEET 15

SEE SHEET 18

SEE SHEET 19

Sheet 17

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA

SCALE
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LENGTHS ARE IN METRES

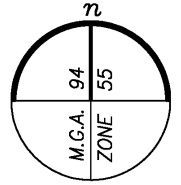
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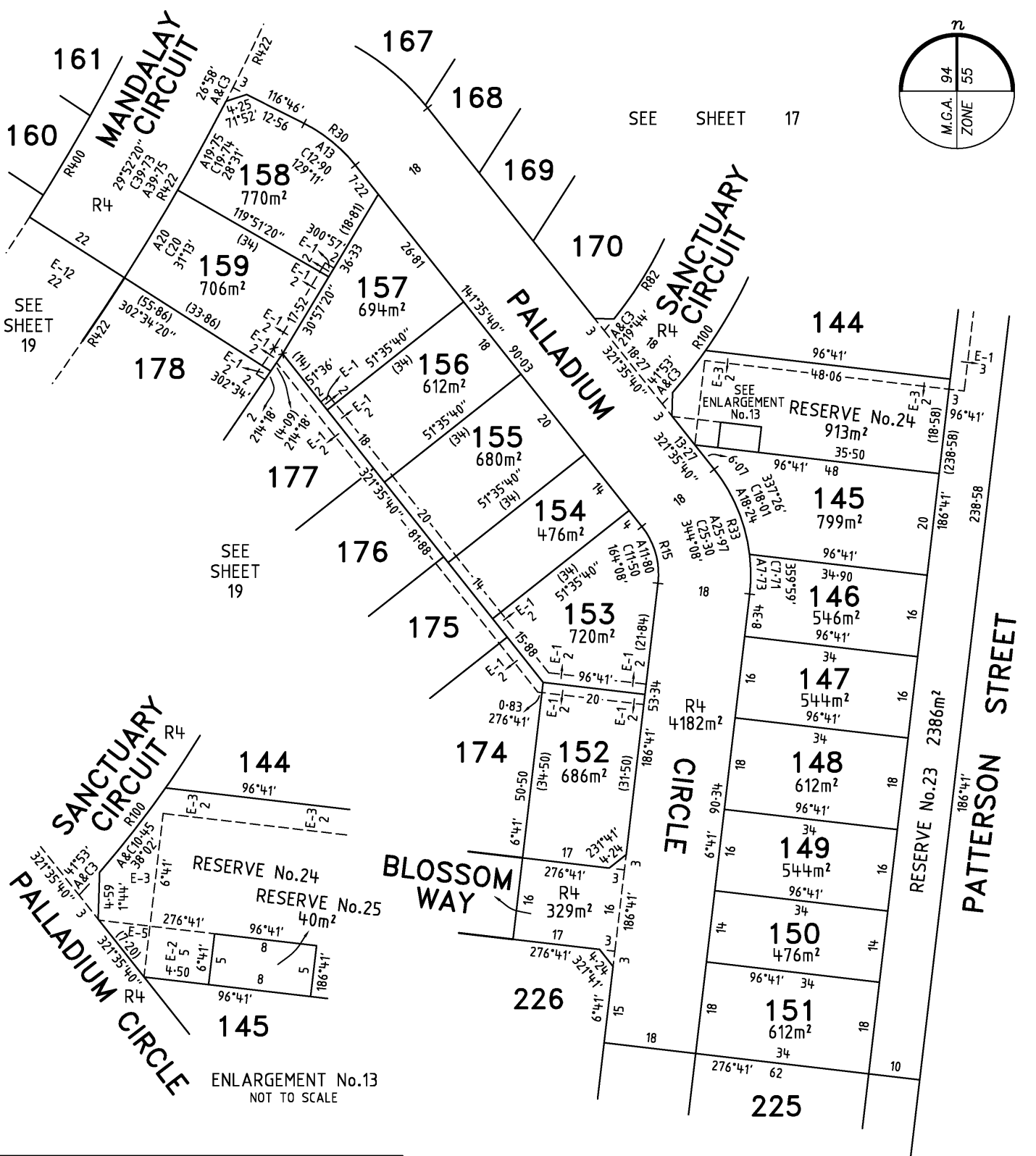
MANDALAY
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PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 17



SEE SHEET 19

ENLARGEMENT No.13
NOT TO SCALE

SEE SHEET 22

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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

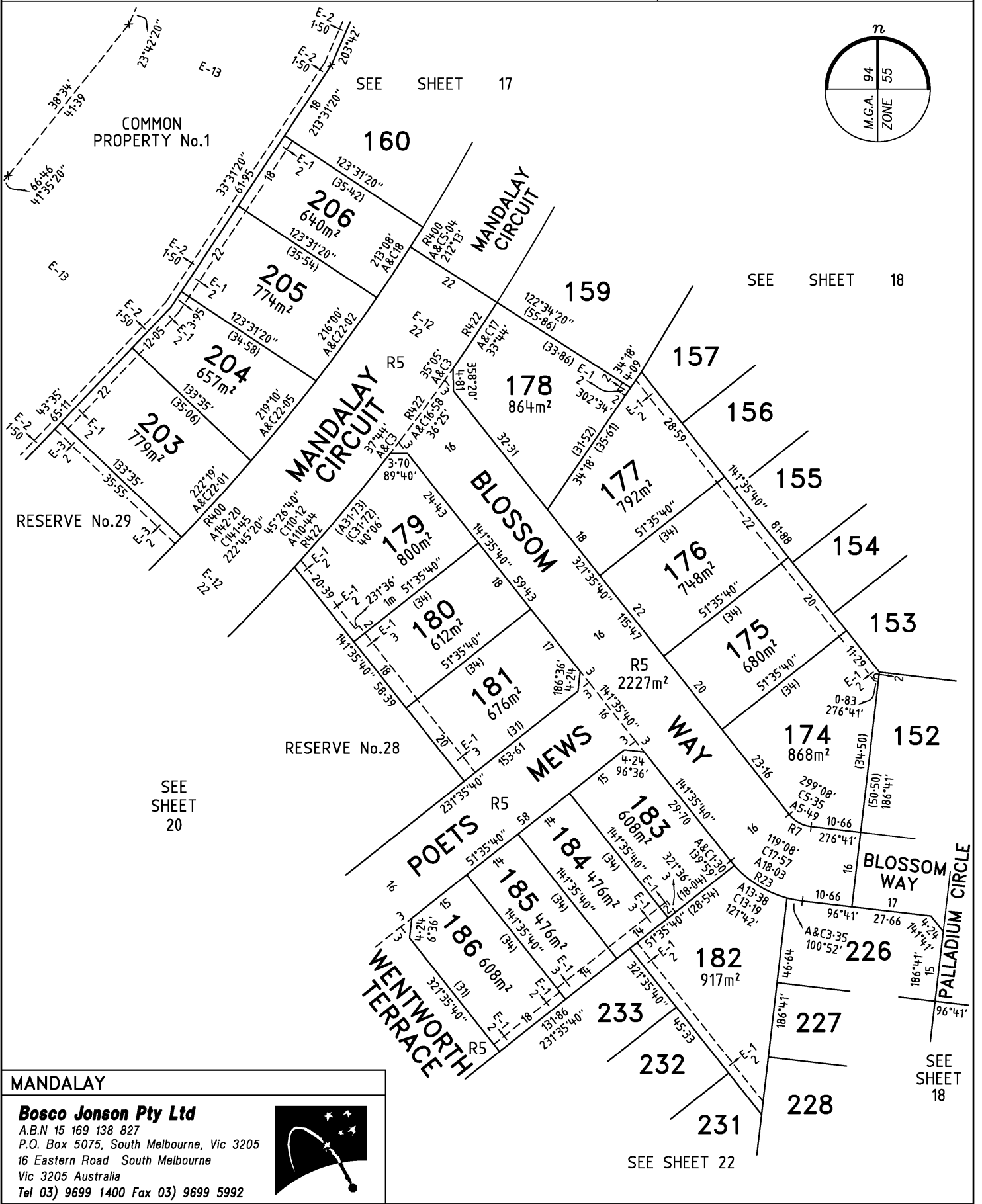
SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 18

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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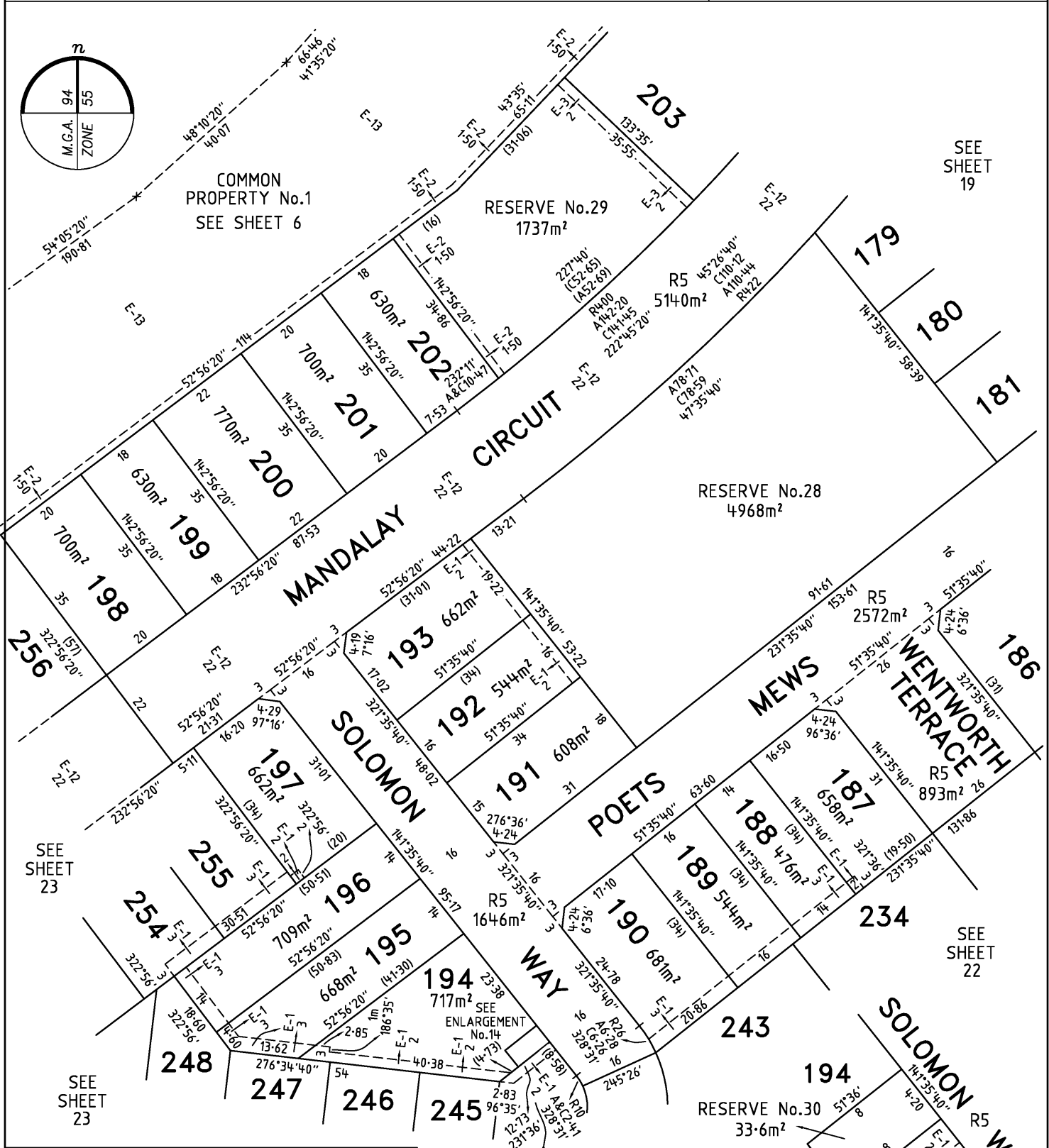
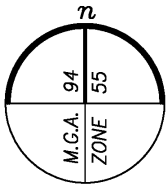
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 19

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 19

SEE SHEET 23

SEE SHEET 22

SEE SHEET 23

SEE SHEET 21

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ENLARGEMENT No.14
NOT TO SCALE

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

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SIGNATURE DATE / /

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

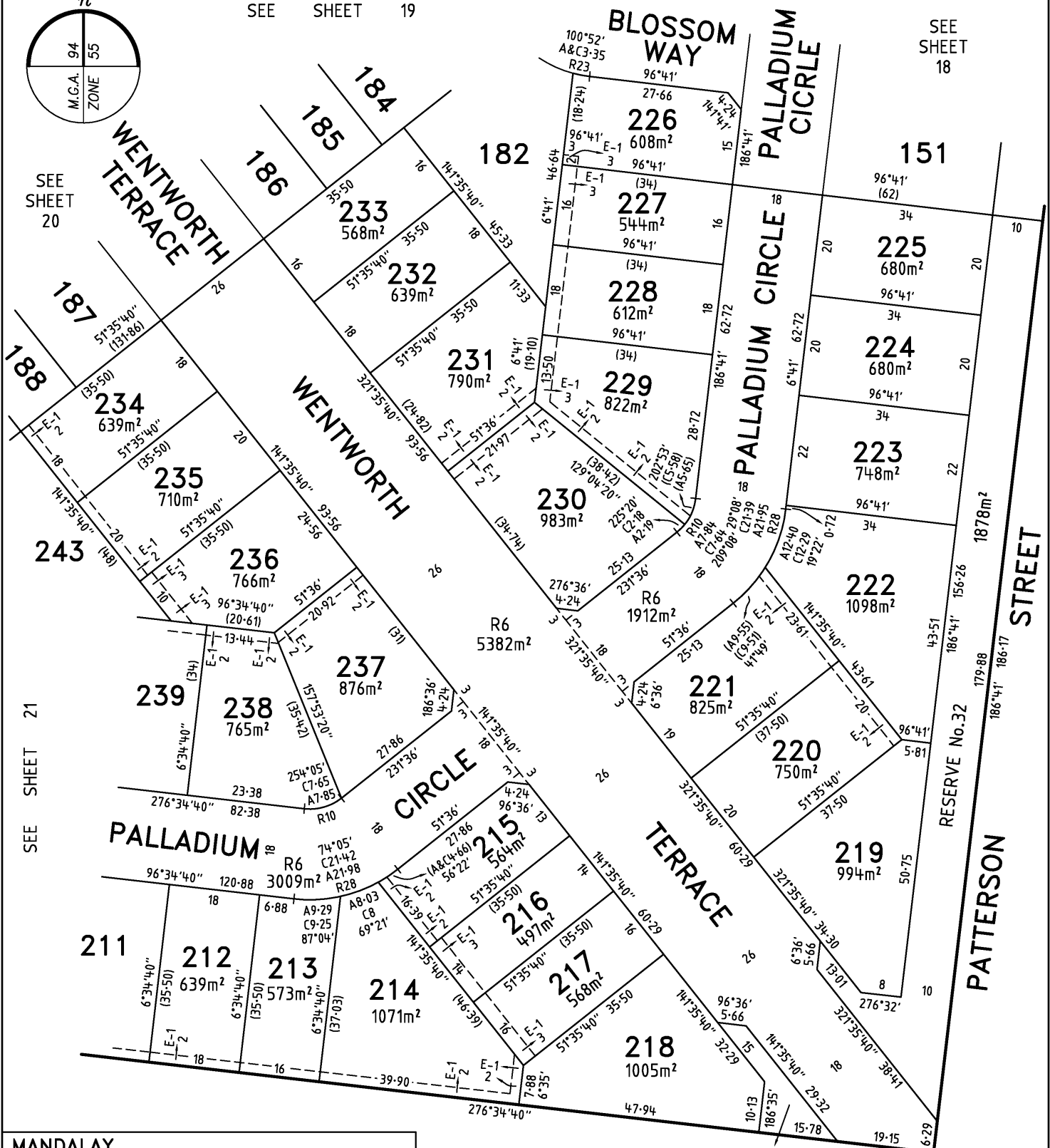
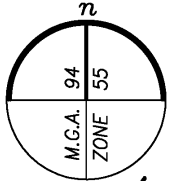
Sheet 20

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 19

SEE SHEET 18



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RESERVE No.31
169m²

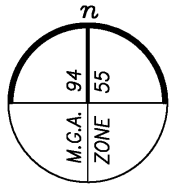
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<p>LENGTHS ARE IN METRES</p>	

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

Sheet 22

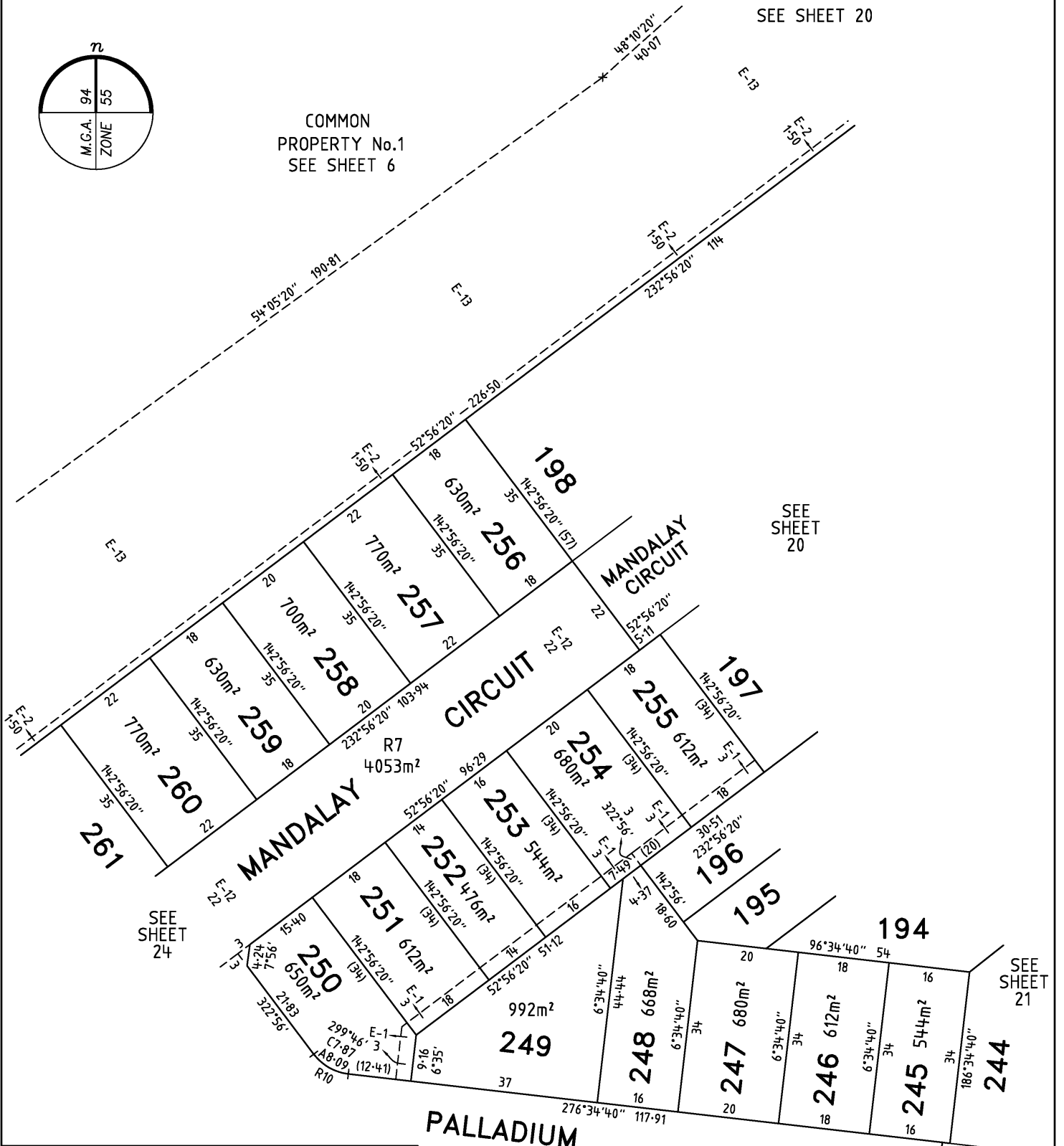
PLAN OF SUBDIVISION

Plan Number
PS 617320S



COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 20



SEE SHEET 24

SEE SHEET 20

SEE SHEET 21

MANDALAY

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PALLADIUM

SEE SHEET 24

CIRCLE

SEE SHEET 21
PALLADIUM
CIRCLE

ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

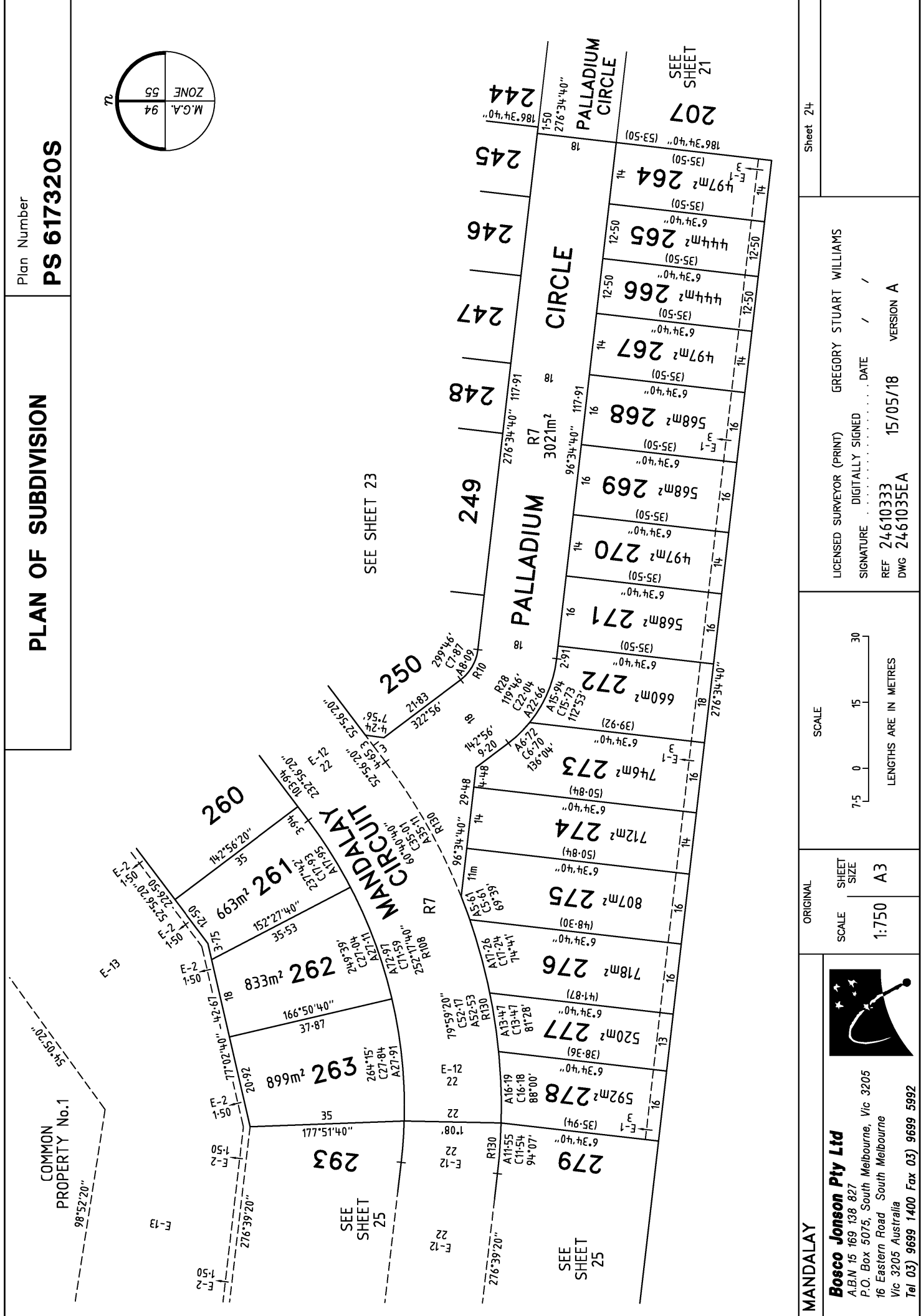
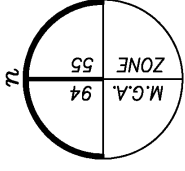
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DWG 2461035EA

Sheet 23

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 23

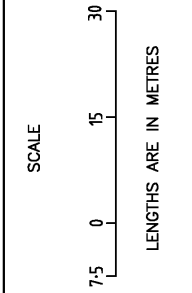
SEE SHEET 25

SEE SHEET 25

SEE SHEET 21

Sheet 24

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



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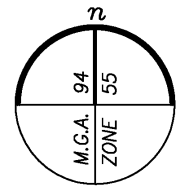
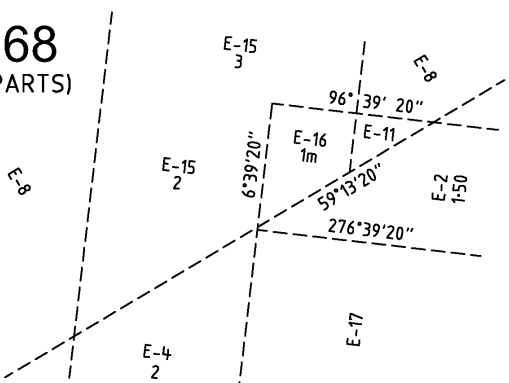
MANDALAY

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PLAN OF SUBDIVISION

Plan Number
PS 617320S

S68
(5 PARTS)



S68
(5 PARTS)
SEE SHEET 25

SEE SHEET 26

SEE ENLARGEMENT No.16

COMMON PROPERTY No.1

300

RESERVE No.26
40m²

MANDALAY R8 CIRCUIT

MANDALAY

Bosco Jonson Pty Ltd

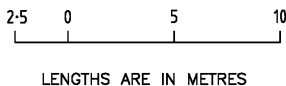
A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
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ORIGINAL

SCALE

SCALE SHEET SIZE
1:250 A3



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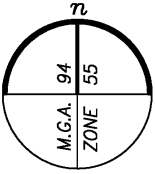
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REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 27

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 63

SEE SHEET 31

SEE SHEET 29

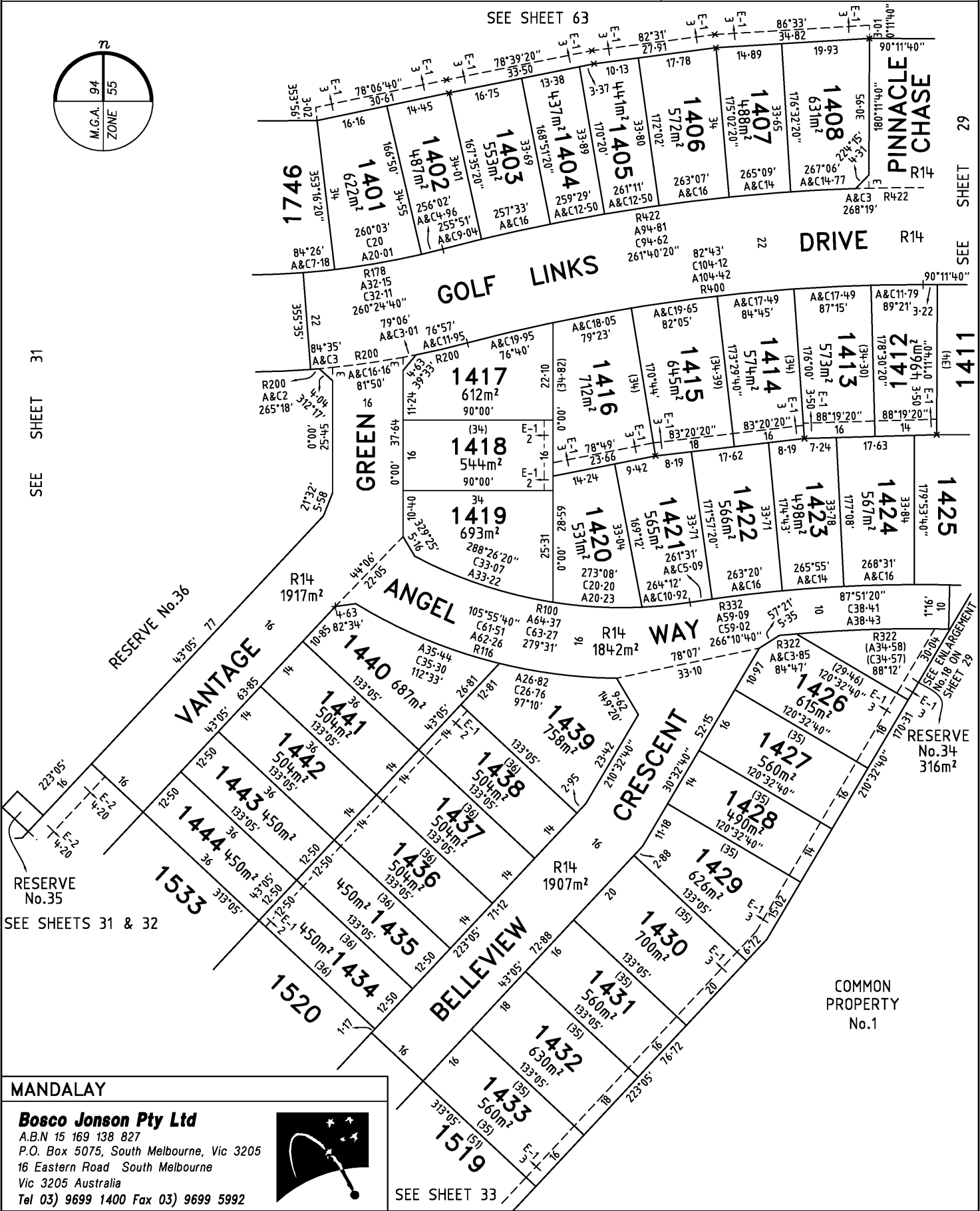
SEE SHEET 1411

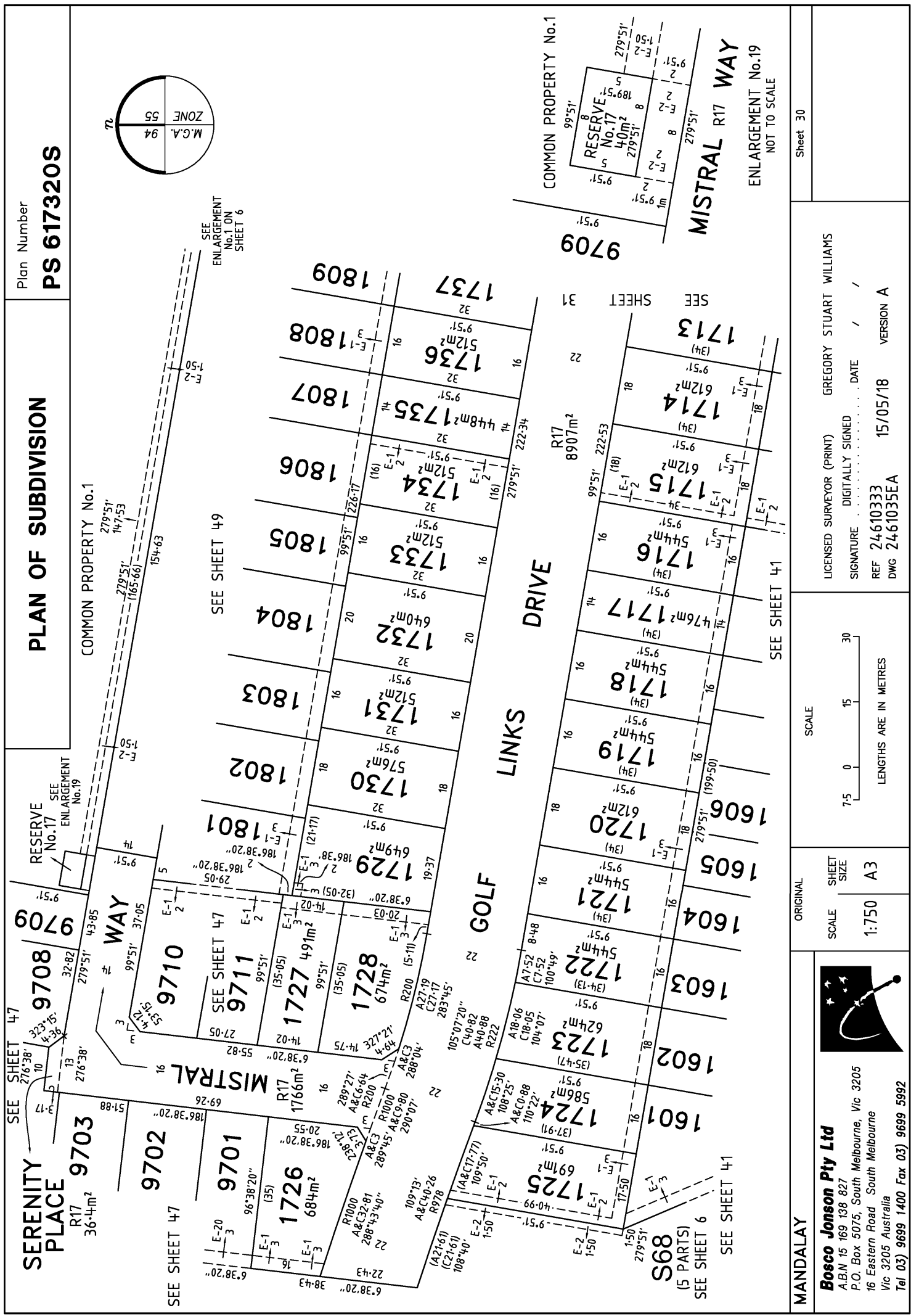
RESERVE No.35
SEE SHEETS 31 & 32

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SEE SHEET 33

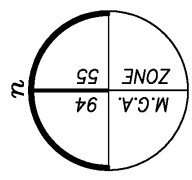
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				REF 24610333	15/05/18
				DWG 2461035EA	VERSION A





Plan Number
PS 617320S

PLAN OF SUBDIVISION



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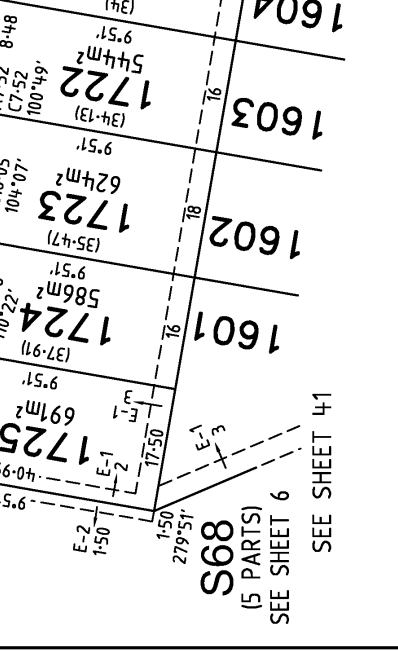
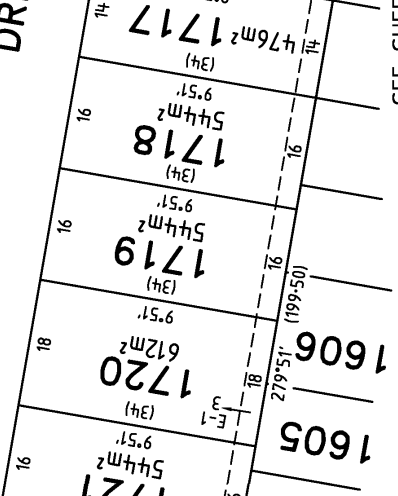
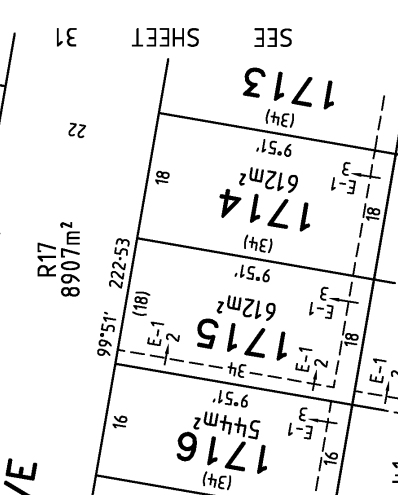
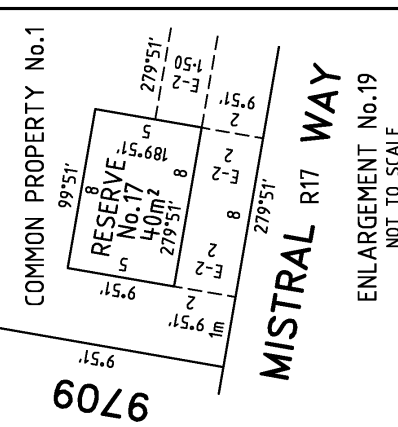
Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL
 SCALE: 1:750
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SCALE
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 LENGTHS ARE IN METRES

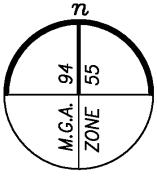
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REF 24610333
DWG 2461035EA
15/05/18 VERSION A

Sheet 30

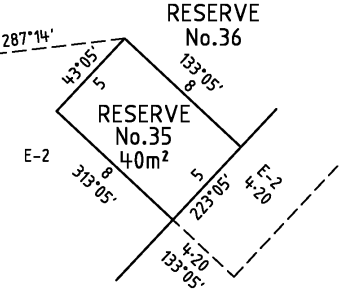


PLAN OF SUBDIVISION

Plan Number
PS 617320S

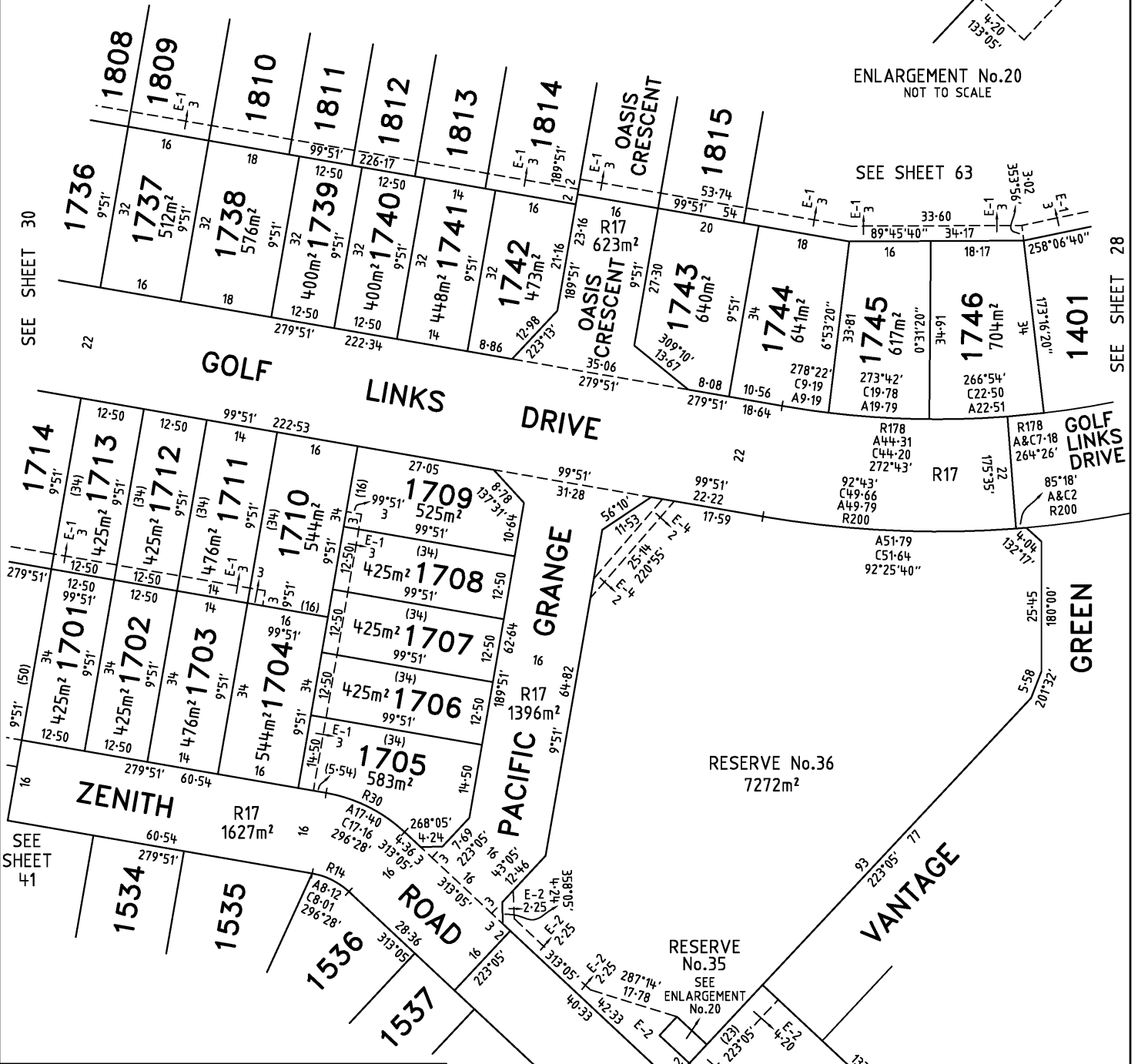


SEE SHEET 49



ENLARGEMENT No.20
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SEE SHEET 63



SEE SHEET 30

SEE SHEET 28

SEE SHEET 41

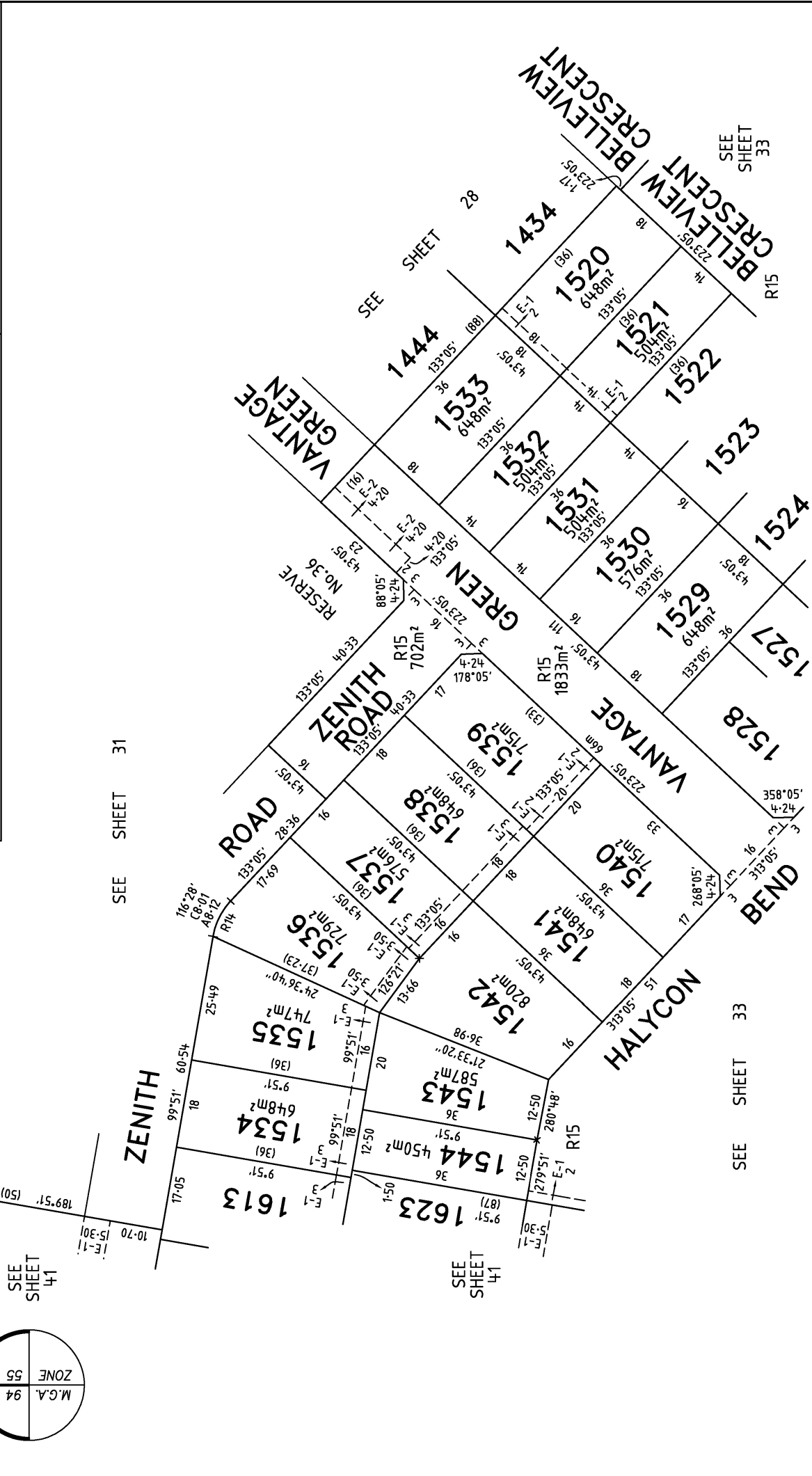
SEE SHEET 32

SEE SHEET 28

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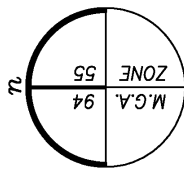
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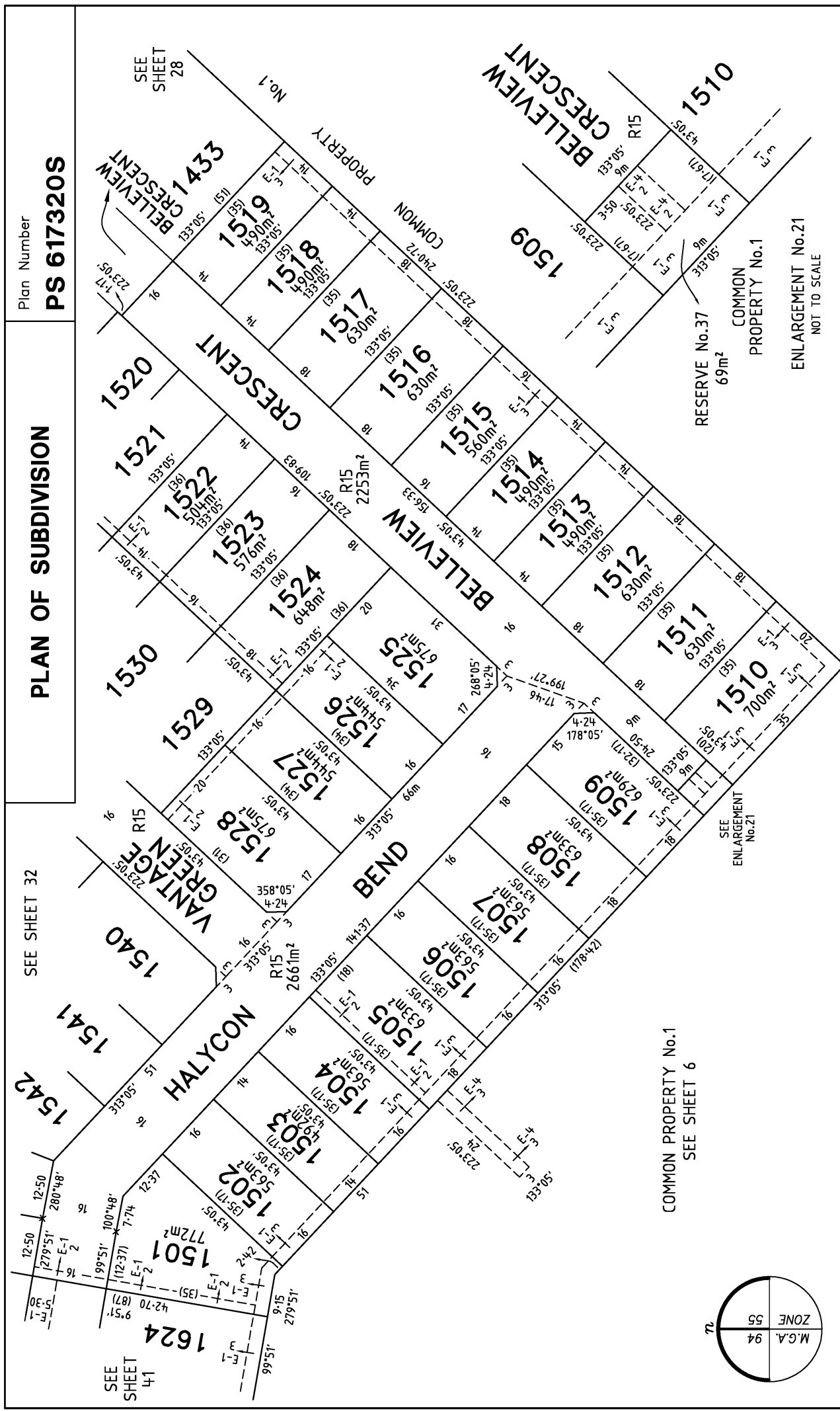
PLAN OF SUBDIVISION



SEE SHEET 31 SEE SHEET 33	SEE SHEET 32 SEE SHEET 33	SEE SHEET 31 SEE SHEET 33	SEE SHEET 31 SEE SHEET 33
SCALE 7.5 0 15 30 LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET SIZE 1:750 A3	
MANDALAY Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel (03) 9699 1400 Fax (03) 9699 5992		LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED / / / REF 24610333 DATE 15/05/18 VERSION A DWG 2461035EA	

Plan Number
PS 617320S





Plan Number
PS 617320S

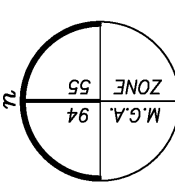
PLAN OF SUBDIVISION

SEE SHEET 32

1542
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1540

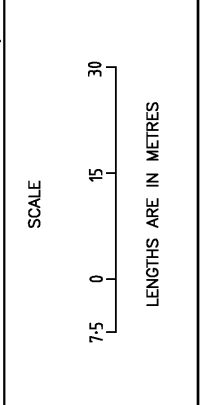
SEE SHEET 41
1624

COMMON PROPERTY No.1
SEE SHEET 6



Sheet 33

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



ORIGINAL SCALE SHEET SIZE
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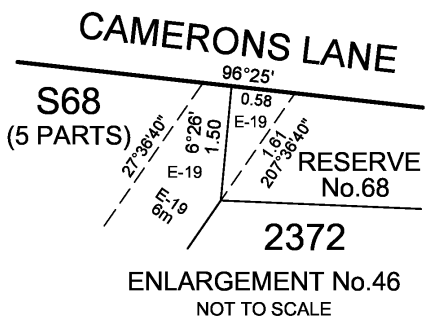
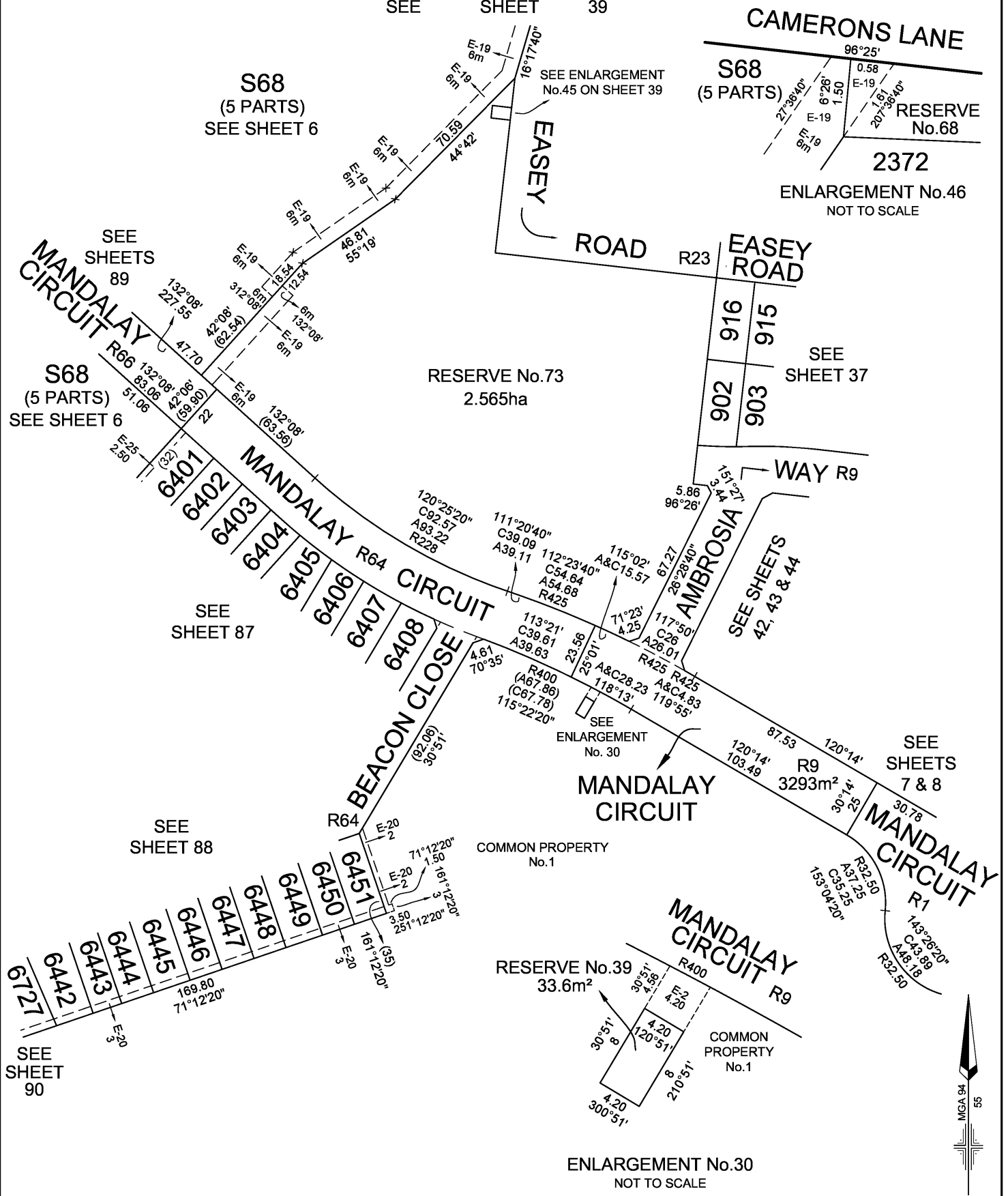
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PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 39



SEE SHEETS
MANDALAY
CIRCUIT
S68
(5 PARTS)
SEE SHEET 6

SEE SHEETS
89
R66
132°08' 227.55'
47.70'
42°08' (62.54)
312°08' 91.54'
12.34'
6m
E-19
6m
46.87'
55°19'132°08' (63.55)
E-19
6m

RESERVE No.73
2.565ha

EASEY ROAD R23

EASEY ROAD
916
915
902
903

SEE SHEET 37

SEE SHEET 87

6401
6402
6403
6404
6405
6406
6407
6408

BEACON CLOSE R64
120°25'20" C92.57 A93.22 R228
111°20'40" C39.09 A39.11
112°23'40" C54.64 A54.68 R425
115°02' A&C15.57
71°23' A.25
117°50' C26 A26.01
26°28'40" R425 R425
118°13' A&C4.83 119°55'

SEE ENLARGEMENT No. 30

AMBROSIA WAY R9
SEE SHEETS 42, 43 & 44

SEE SHEETS 7 & 8

SEE SHEET 88

6449
6448
6447
6446
6445
6444
6443
6442
6127

COMMON PROPERTY No.1
71°12'20" 1.50'
E-20 2
E-20 2
3.50'
251°12'20" 161°12'20" (35)
E-20 3

MANDALAY CIRCUIT R9
113°21' C39.61 A39.63
R400 (A67.86) (C67.78)
115°22'20" 23.56'
23.56' A&C28.23 118°13'

MANDALAY CIRCUIT R9
87.53 120°14' 103.49
3293m²
30°14' 25
30.78

MANDALAY CIRCUIT R1
143°26'20" C43.89 A48.18
R32.50
R32.50
153°04'20"

SEE SHEET 90

6450
6451

RESERVE No.39
33.6m²
R400
1.50'
30°51' 4.50'
E-2 4.20'
30°51' 8
120°51'
4.20'
210°51'
300°51'

COMMON PROPERTY No.1

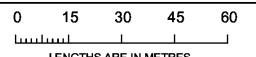
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NOT TO SCALE

MGA 94 55

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:1500



DATE: 02/11/23
DRAWING: CM0056AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 38

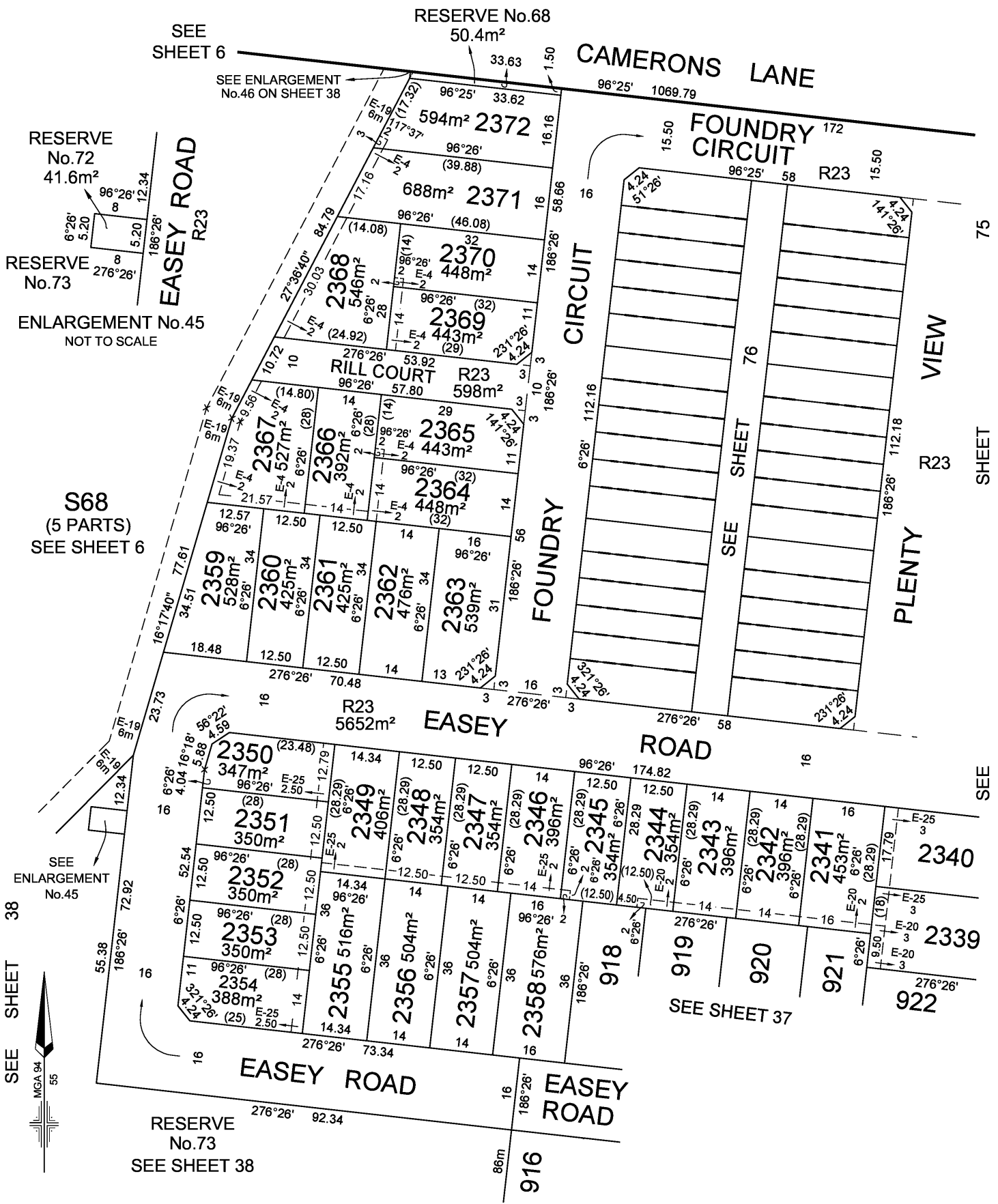



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PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



<p>MANDALAY</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:800</p>	<p>0 8 16 24 32 LENGTHS ARE IN METRES</p>
 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Sulta 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	<p>DATE: 02/11/23 REFERENCE: AA0015 DRAWING: CM0056AA DRAWN BY: BA</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 39</p>	

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 90

SEE SHEET 36

COMMON PROPERTY No.1

S68
(5 PARTS)

6715

COMMON PROPERTY No.1

SEE ENLARGEMENT
No.35 ON SHEET 47

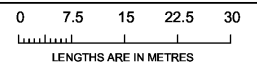
SEE SHEET 55

SEE SHEET 47

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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PO Box 1098, South Melbourne 3205
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Southbank VIC 3006 Australia

DATE: 02/11/23
DRAWING: CM0056AA

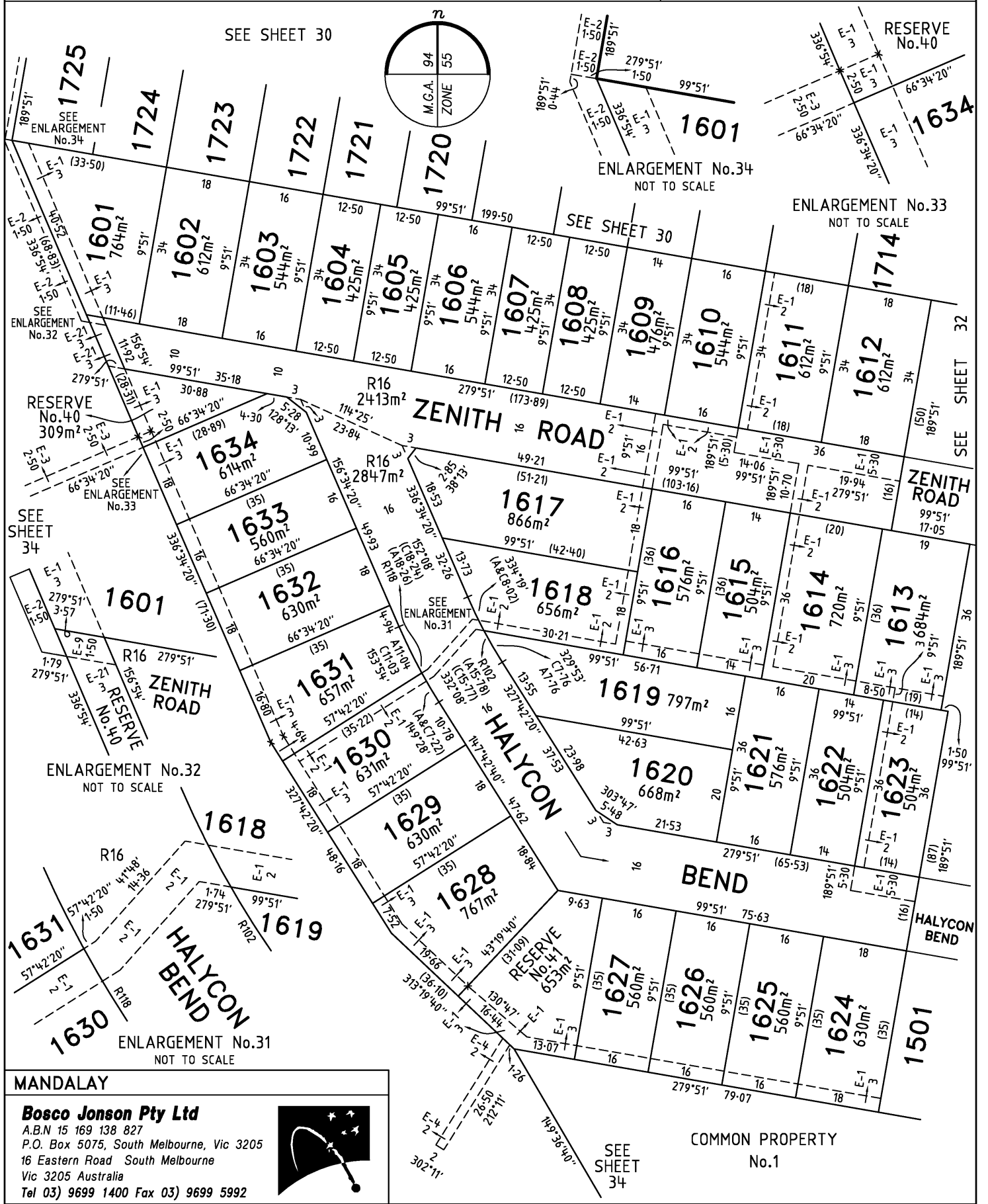
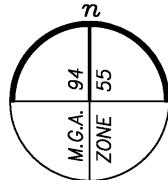
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DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 40

LyssnaGroup.com

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL	SCALE
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

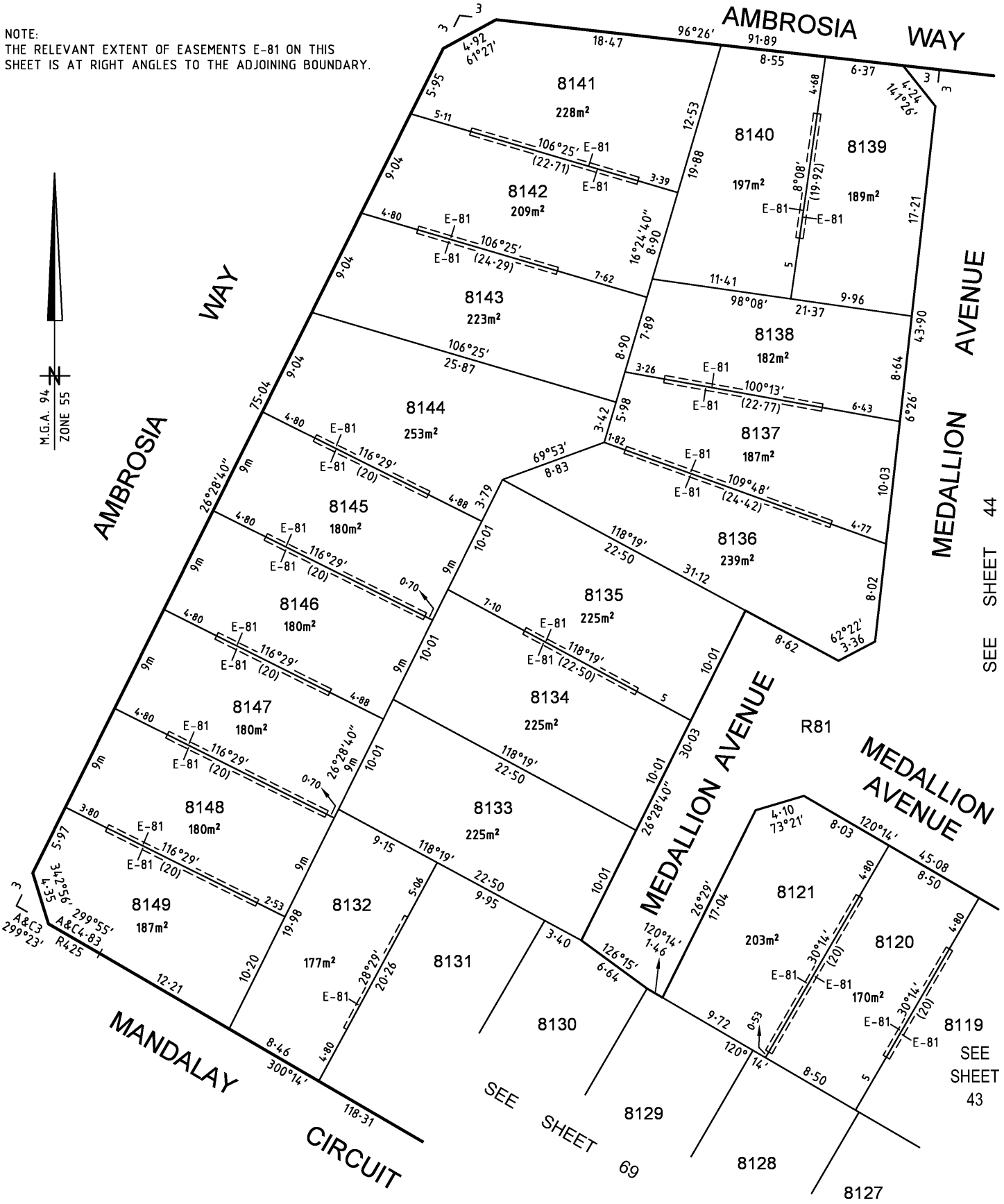
COMMON PROPERTY No.1

Sheet 41

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.



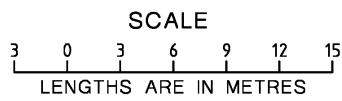
SEE SHEET 44

SEE SHEET 43

0802s.03.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901



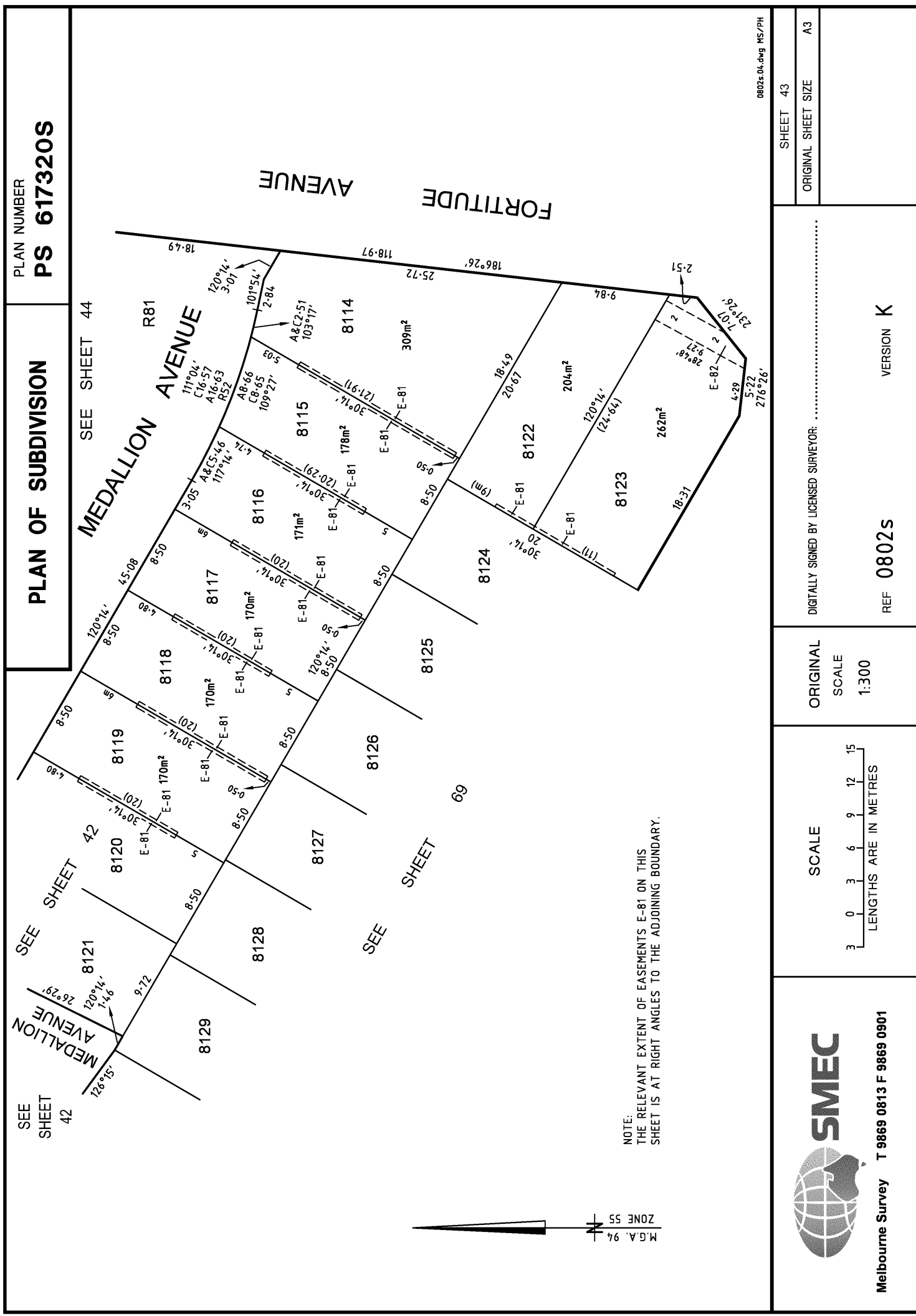
ORIGINAL SCALE 1:300

SHEET 42
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF 0802s

VERSION K



PLAN NUMBER
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 44

MEDALLION AVENUE

FORTITUDE AVENUE

SEE SHEET 42

SEE SHEET 69

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

M.G.A. 94
ZONE 55

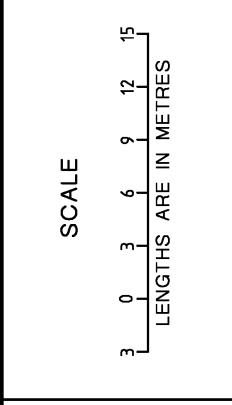
0802s.016.dwg MS/PH

SHEET 43
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF **0802S** VERSION **K**

ORIGINAL SCALE
1:300



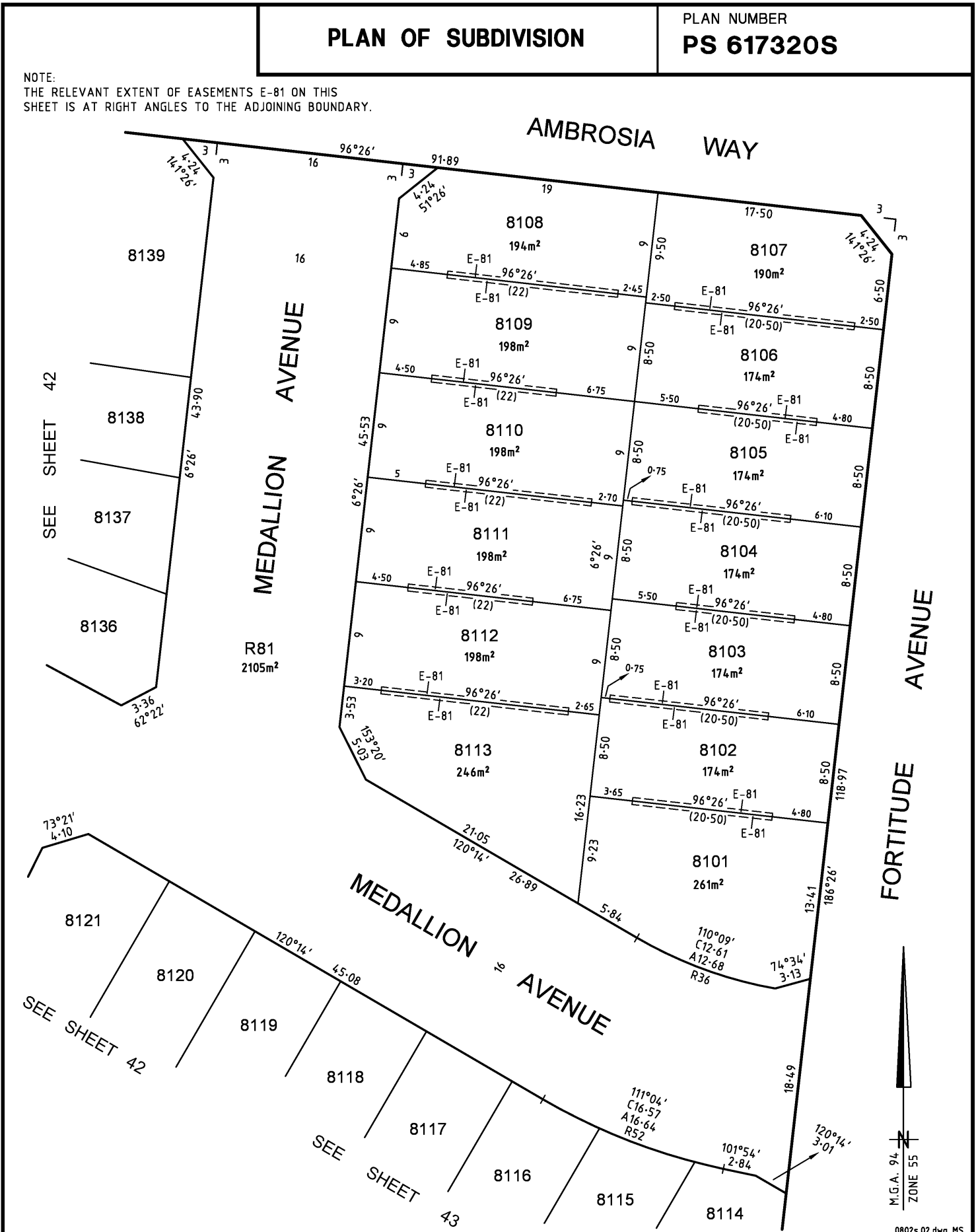
SMEC

Melbourne Survey T 9869 0813 F 9869 0901

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

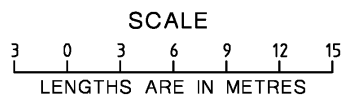
NOTE:
THE RELEVANT EXTENT OF EASEMENTS E-81 ON THIS SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.



0802s.02.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901



ORIGINAL SCALE
1:300

SHEET 44
ORIGINAL SHEET SIZE A3

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REF 0802s

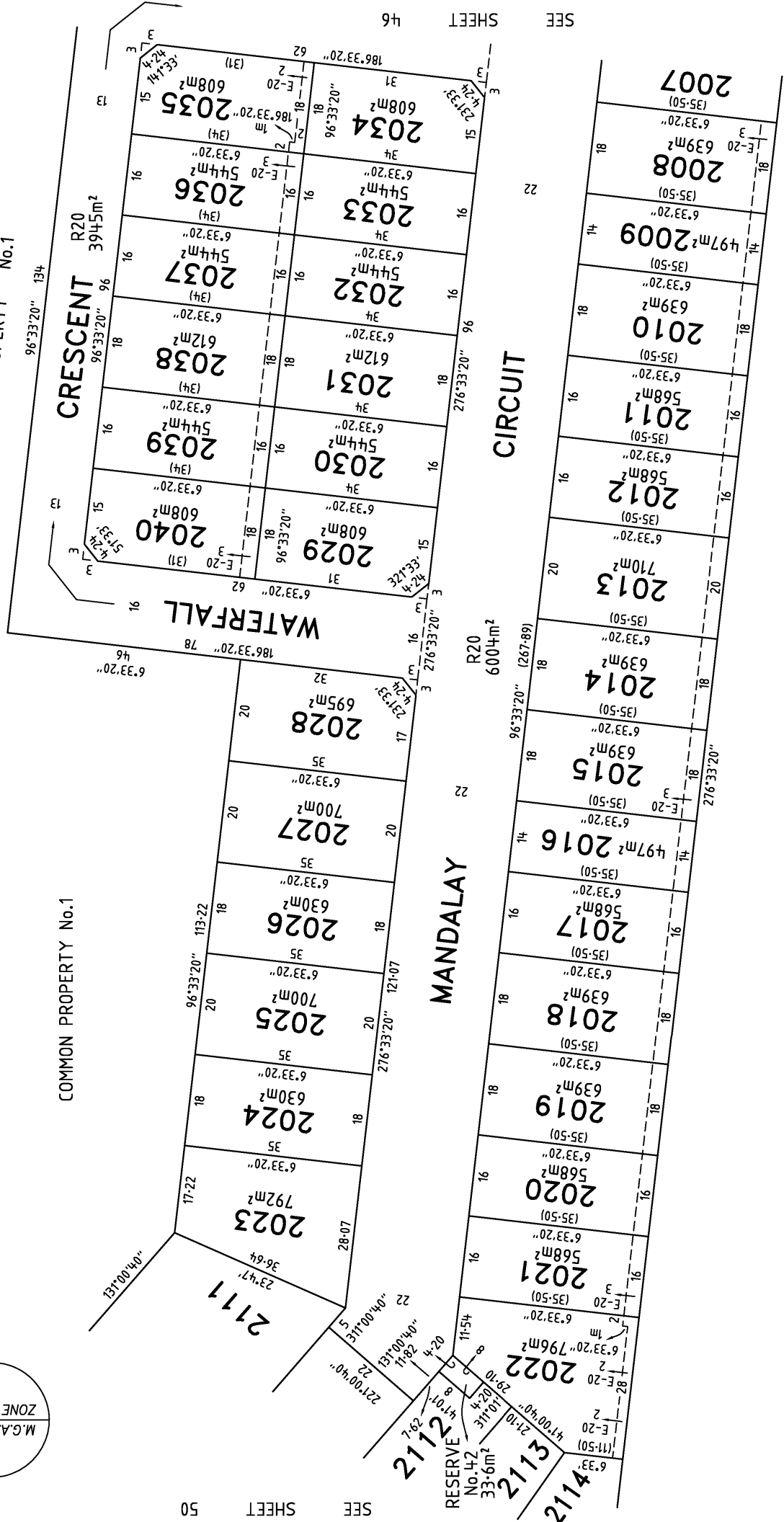
VERSION K

Plan Number
PS 617320S

PLAN OF SUBDIVISION

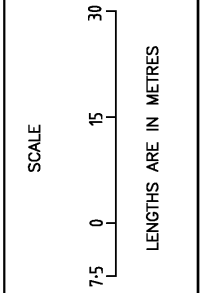
COMMON PROPERTY No.1

COMMON PROPERTY No.1



Sheet 45

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



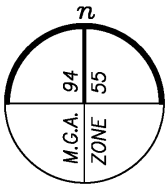
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MANDALAY

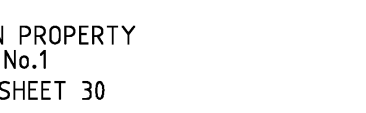
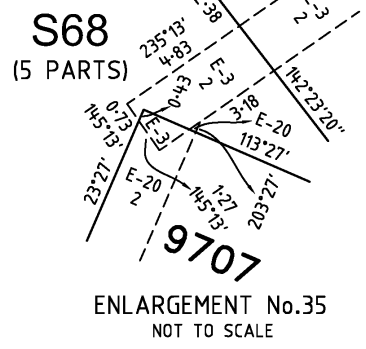
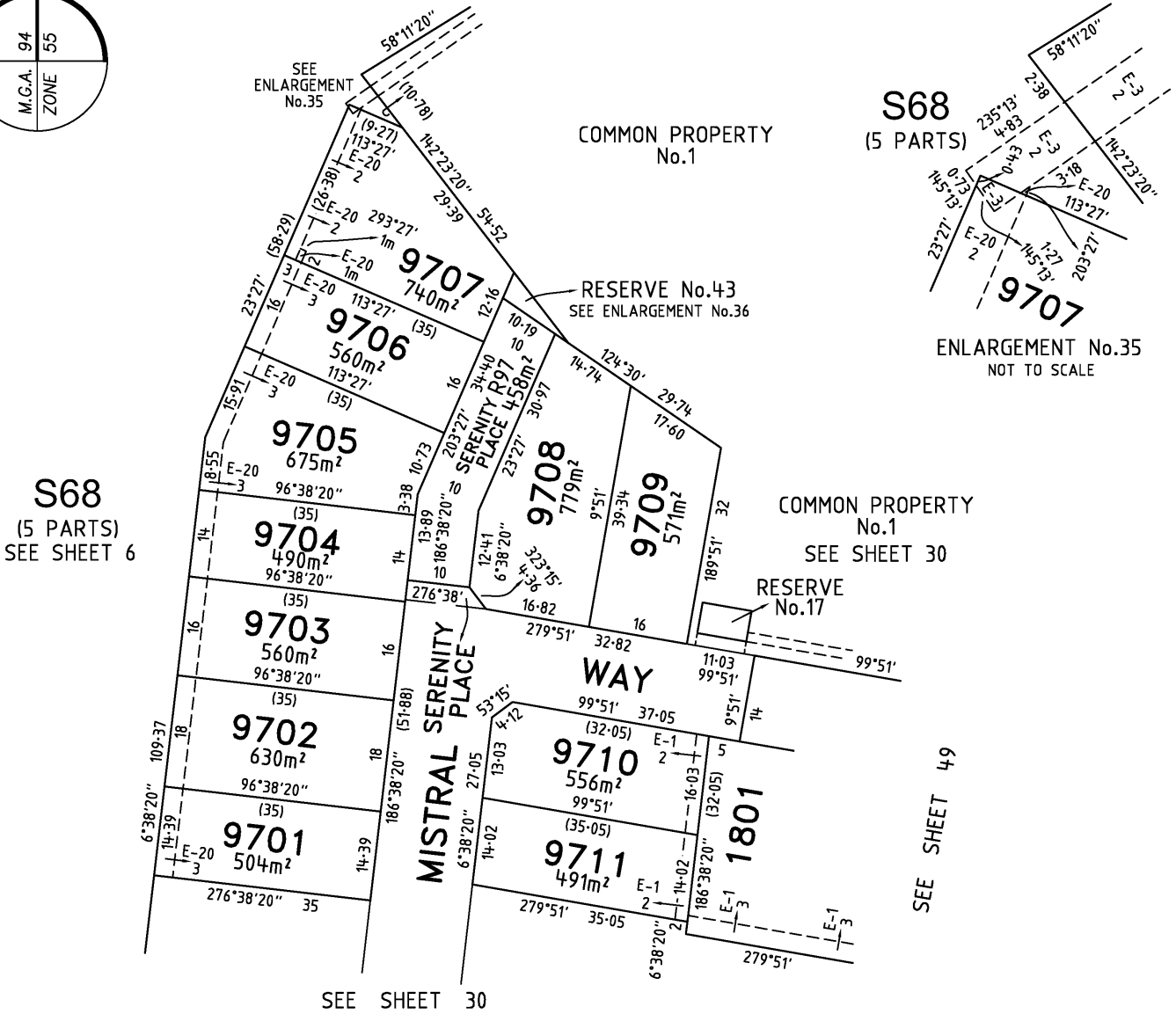
Bosco Jonson Pty Ltd
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 16 Eastern Road, South Melbourne
 Vic 3205 Australia
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PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 36 & 40



S68
(5 PARTS)
SEE SHEET 6

COMMON PROPERTY
No.1
SEE SHEET 30

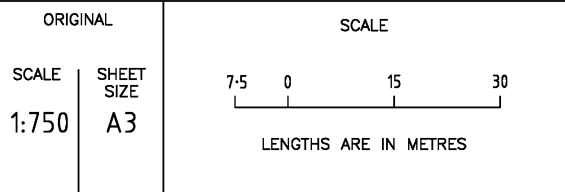
RESERVE
No.17

SEE SHEET 49

SEE SHEET 30

MANDALAY

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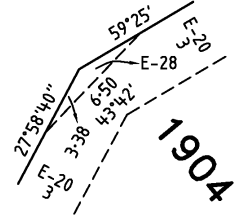
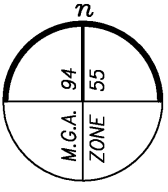


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 47

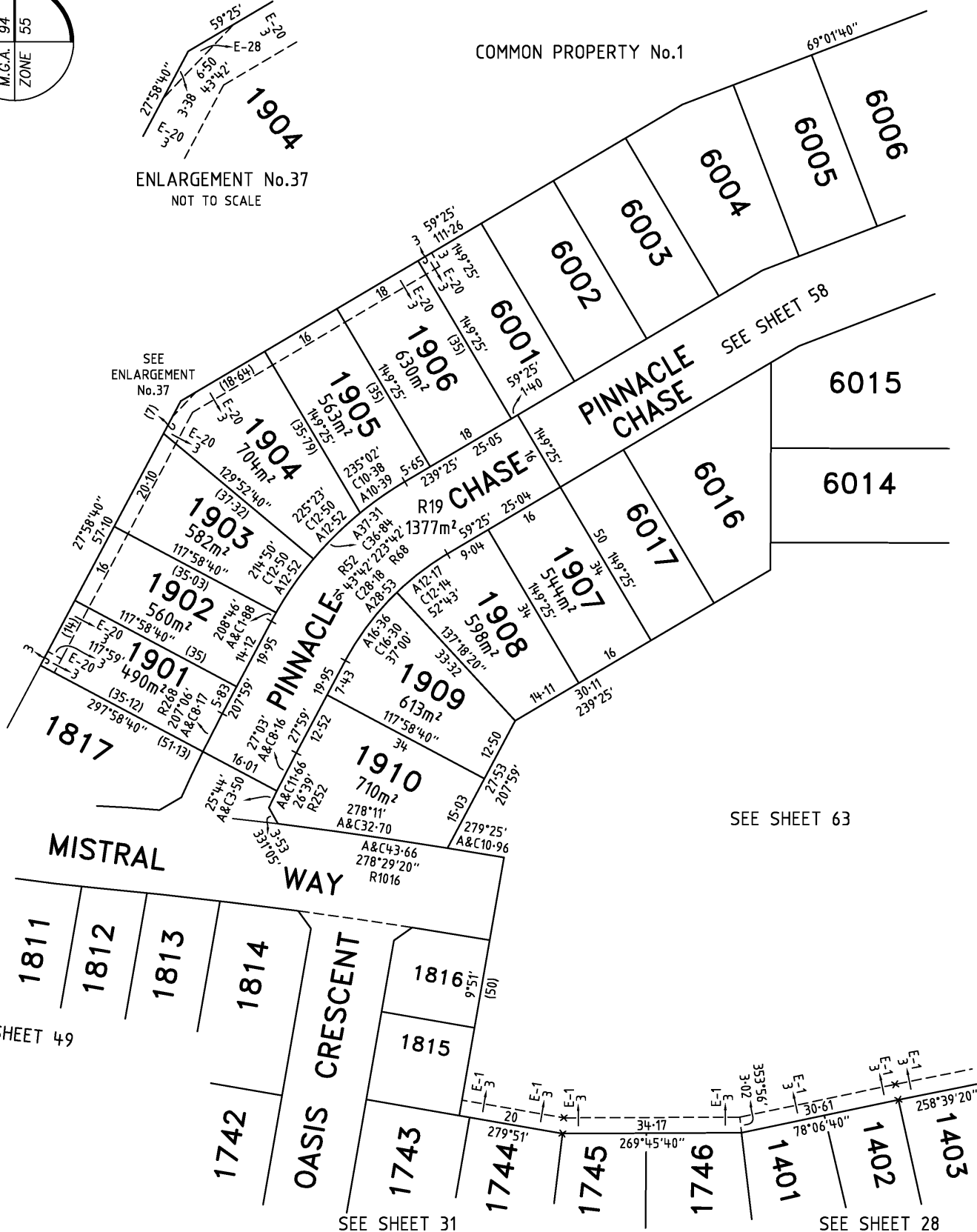
PLAN OF SUBDIVISION

PS 617320S



ENLARGEMENT No.37
NOT TO SCALE

COMMON PROPERTY No.1



SEE SHEET 58

SEE SHEET 63

SEE SHEET 49

SEE SHEET 31

SEE SHEET 28

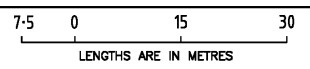
MANDALAY

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Vic 3205 Australia
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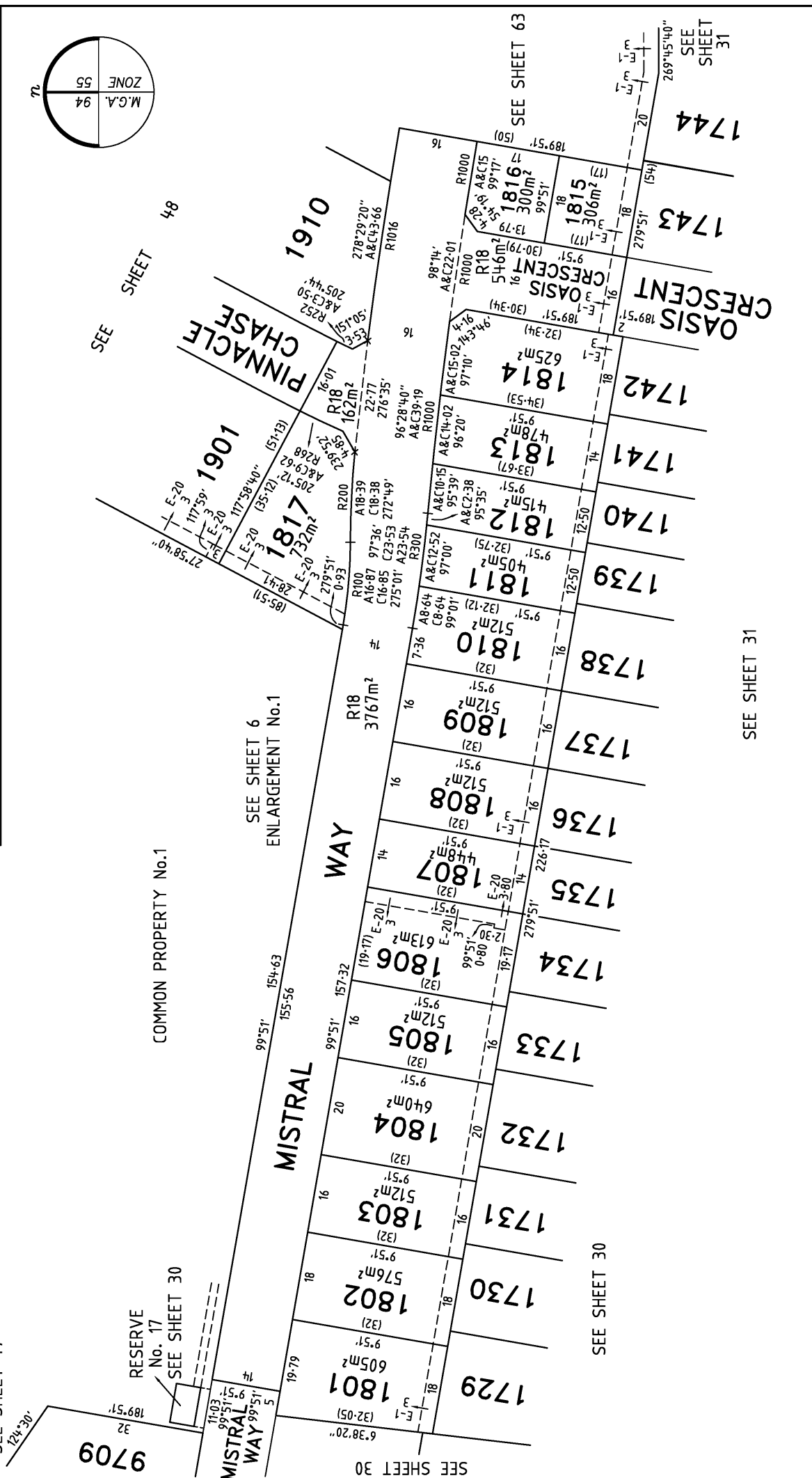
LICENSED SURVEYOR GREGORY STUART WILLIAMS
DATE 15/05/18 REFERENCE 24610333
VERSION A DRAWING 2461035EA

SCALE 1:750



ORIGINAL SHEET SIZE A3
SHEET 48

Plan Number
PS 617320S



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

ORIGINAL

SCALE SHEET SIZE
1:750 A3

SCALE
7.5 0 15 30
LENGTHS ARE IN METRES

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

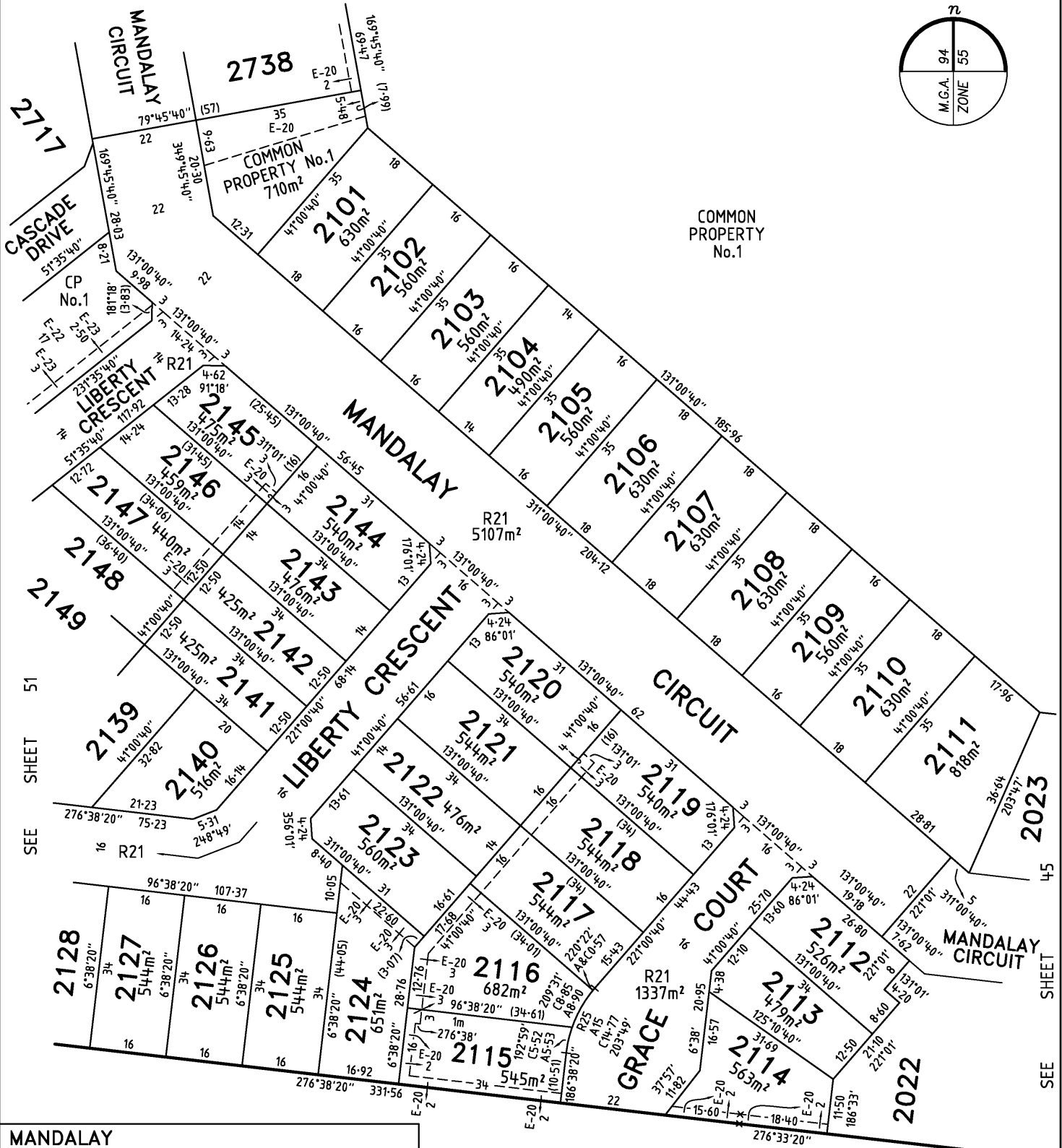
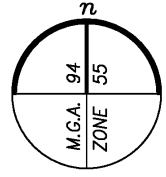
Sheet 4.9

PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 53



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 Vic 3205 Australia
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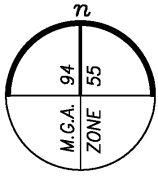
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<p>LENGTHS ARE IN METRES</p>	

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

Sheet 50

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL SCALE

SCALE 1:800 SHEET SIZE A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

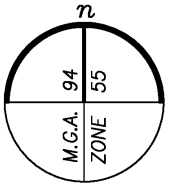
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 DWG 2461035EA

Sheet 51

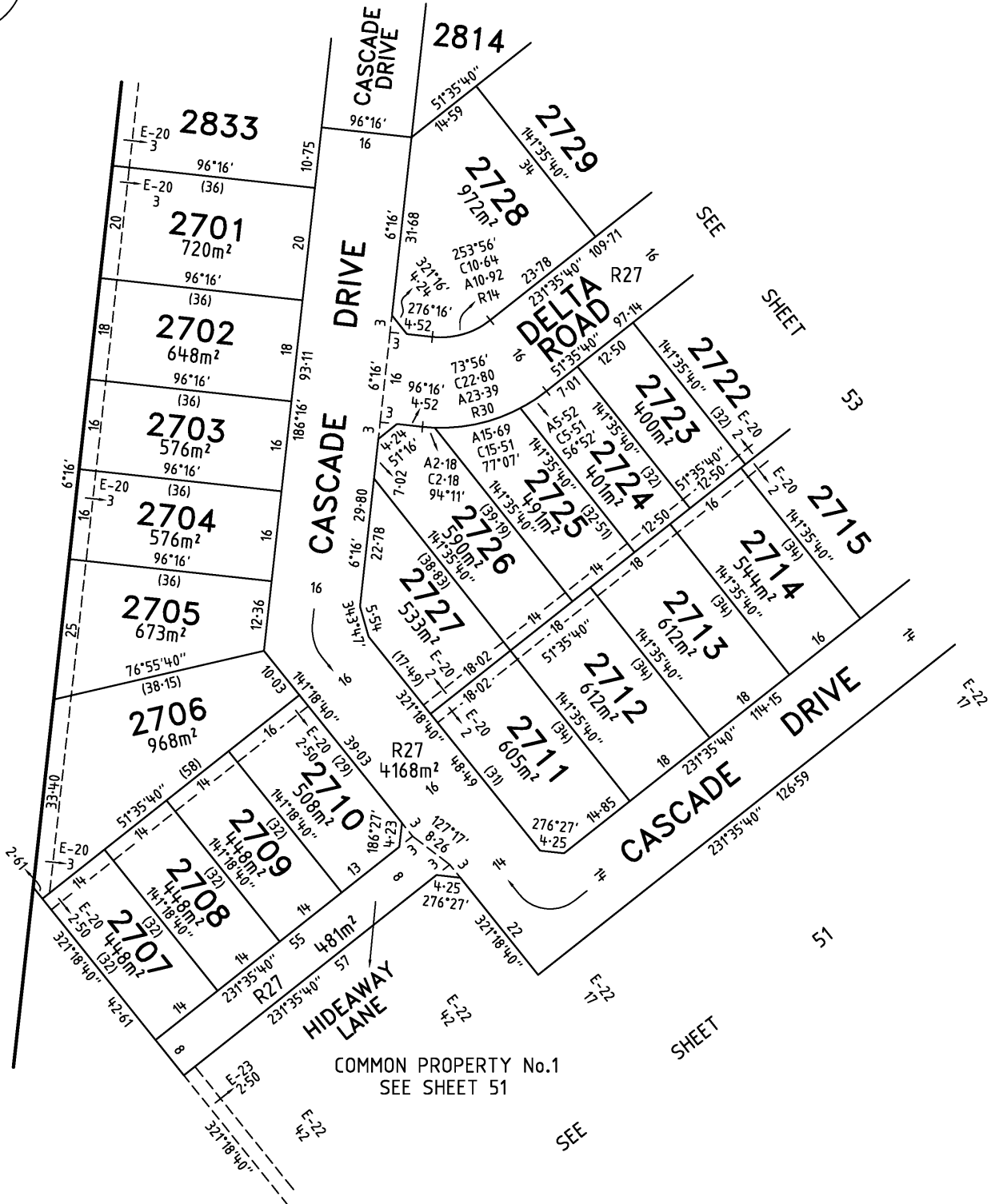
SEE SHEET 50

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



COMMON PROPERTY No.1
SEE SHEET 51

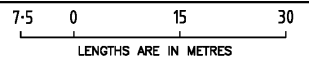
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



DATE 15/05/18
VERSION A

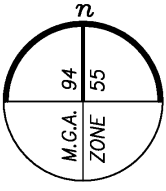
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ORIGINAL SHEET SIZE A3

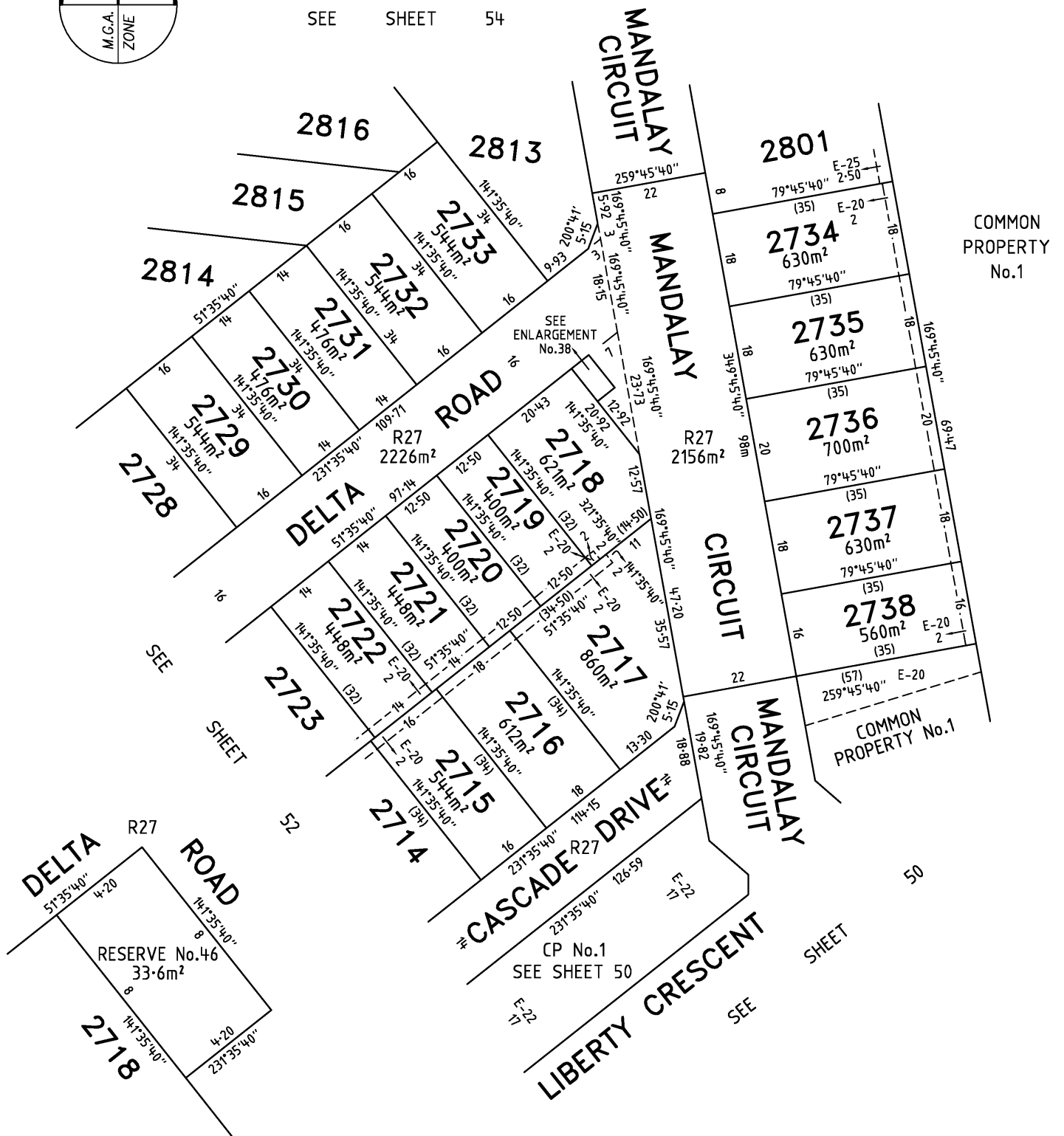
SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



ENLARGEMENT No.38
NOT TO SCALE

MANDALAY Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES
	DATE 15/05/18 VERSION A	REFERENCE 24610333 DRAWING 2461035EA	ORIGINAL SHEET SIZE A3
			SHEET 53

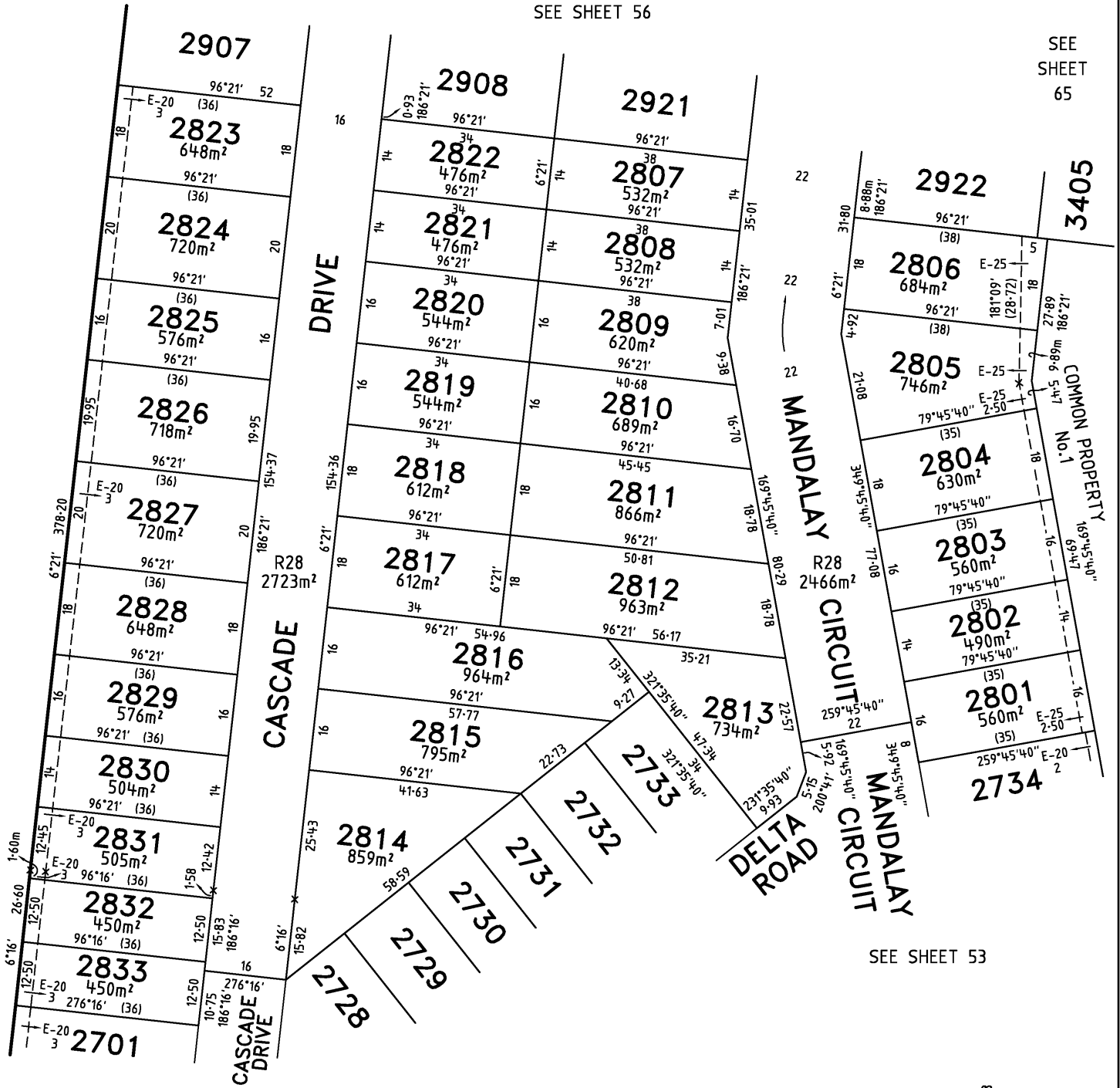


PLAN OF SUBDIVISION

PS 617320S

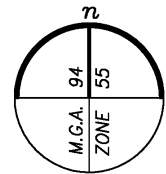
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



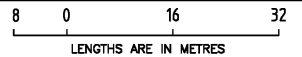
MANDALAY

Bosco Jonson Pty Ltd
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:800



DATE 15/05/18
 VERSION A

REFERENCE 24610333
 DRAWING 2461035EA

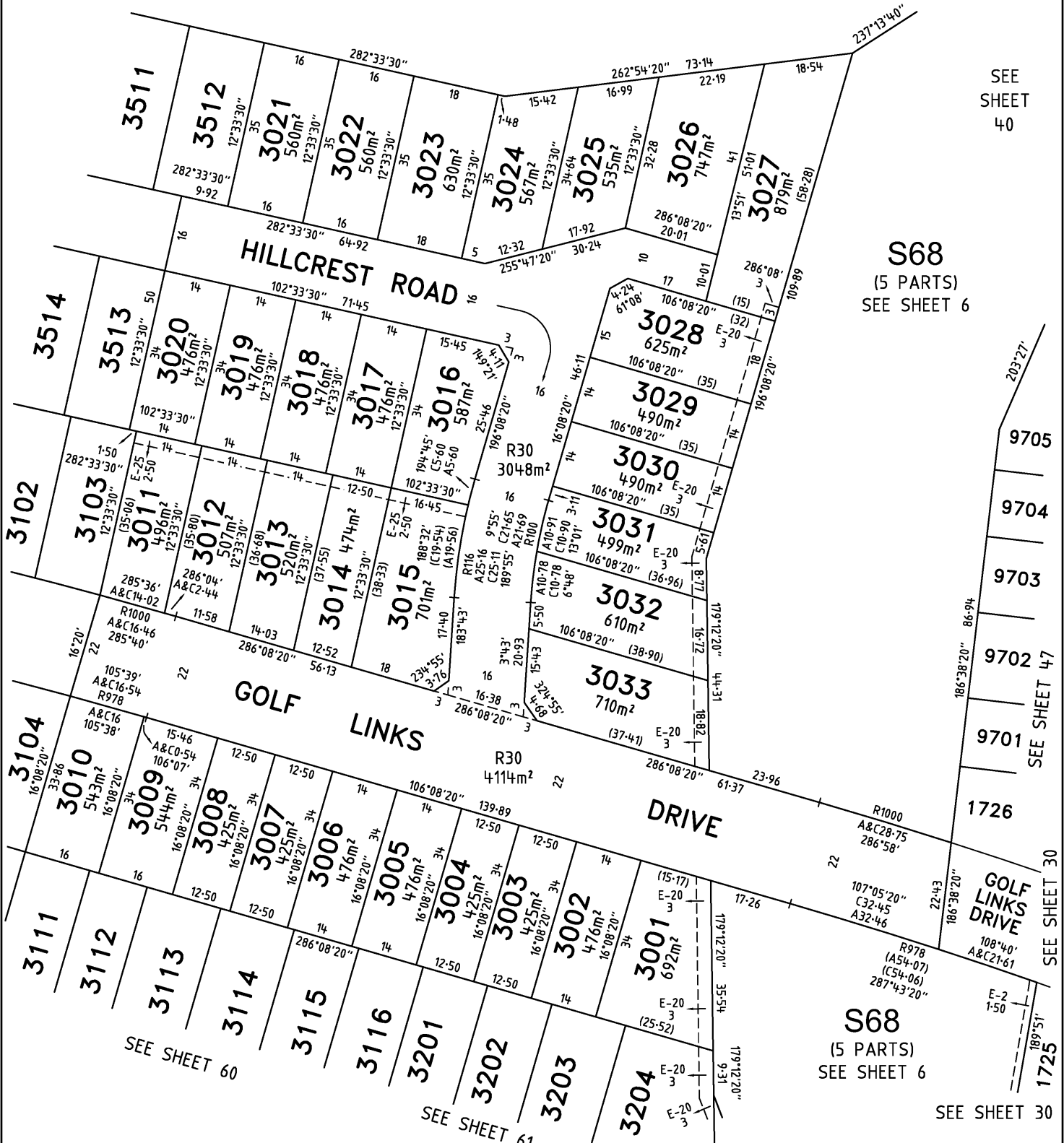
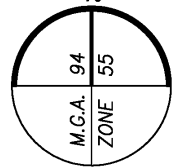
ORIGINAL SHEET SIZE A3

SHEET 54

PLAN OF SUBDIVISION

PS 617320S

COMMON PROPERTY No.1
SEE SHEET 36



SEE SHEET 40

S68
(5 PARTS)
SEE SHEET 6

9705
9704
9703
9702 SEE SHEET 47
9701 SEE SHEET 30

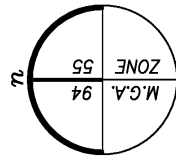
1726
1725 SEE SHEET 30

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

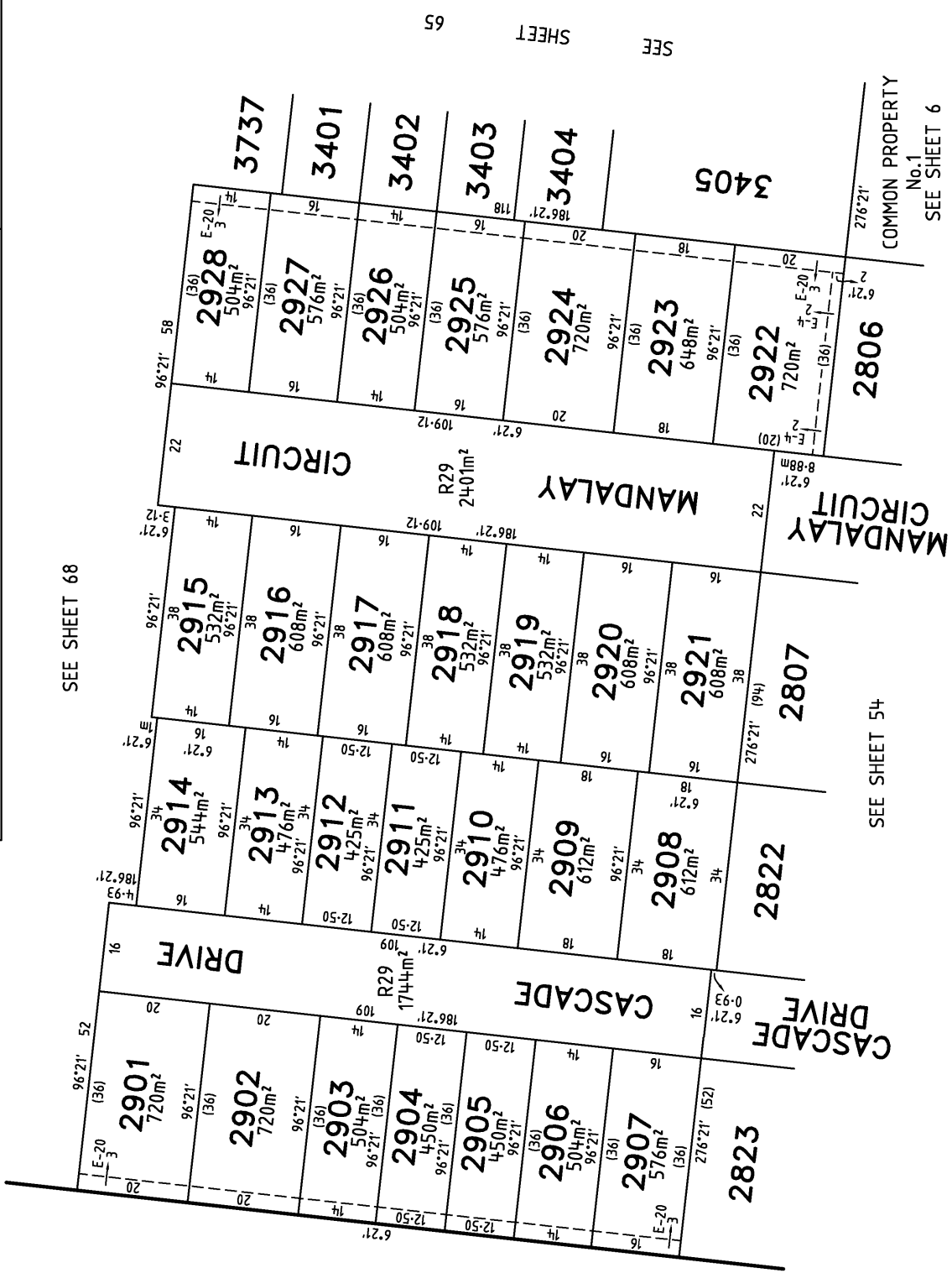


PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 68



SEE SHEET 65

SEE SHEET 54

SEE SHEET 6

SCALE 1:800 ORIGINAL SHEET SIZE A3 SHEET 56

LENGTHS ARE IN METRES 8 0 16 32

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

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



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

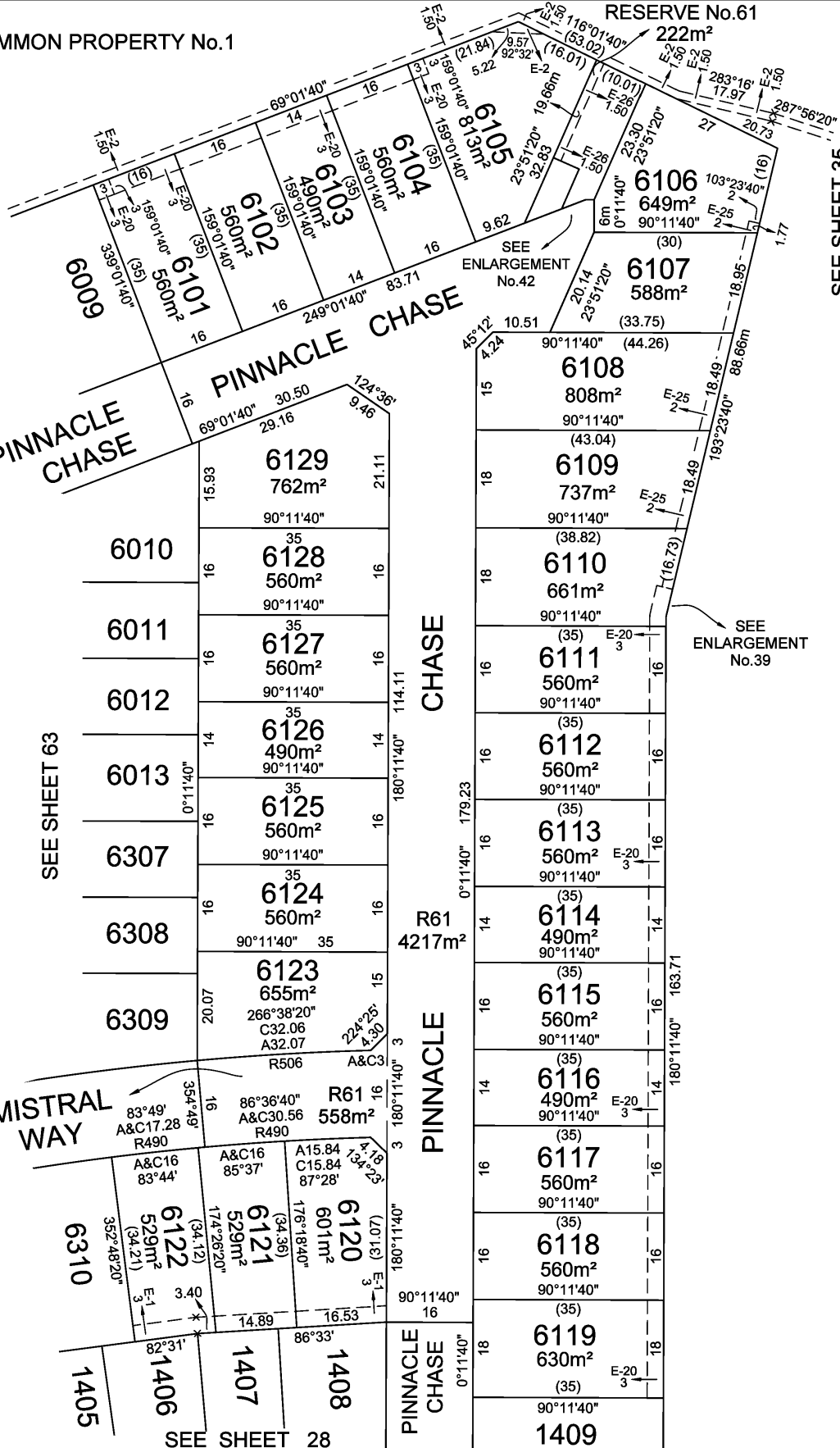
PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1

RESERVE No.61

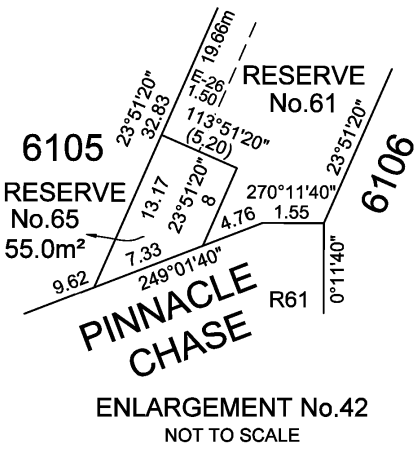


SEE SHEET 58

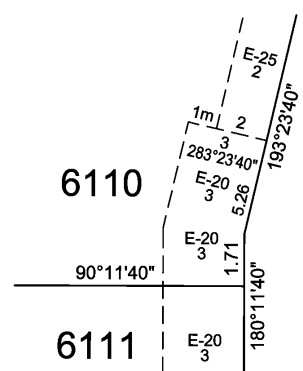
SEE SHEET 35

SEE SHEET 63

SEE ENLARGEMENT No.39



ENLARGEMENT No.42
NOT TO SCALE



ENLARGEMENT No.39
NOT TO SCALE

SEE SHEET 28

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:800

0 8 16 24 32

LENGTHS ARE IN METRES



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

DATE: 21/01/19
 DRAWING: CM0061AB

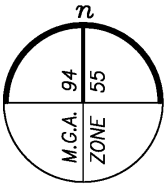
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 DRAWN BY: LS

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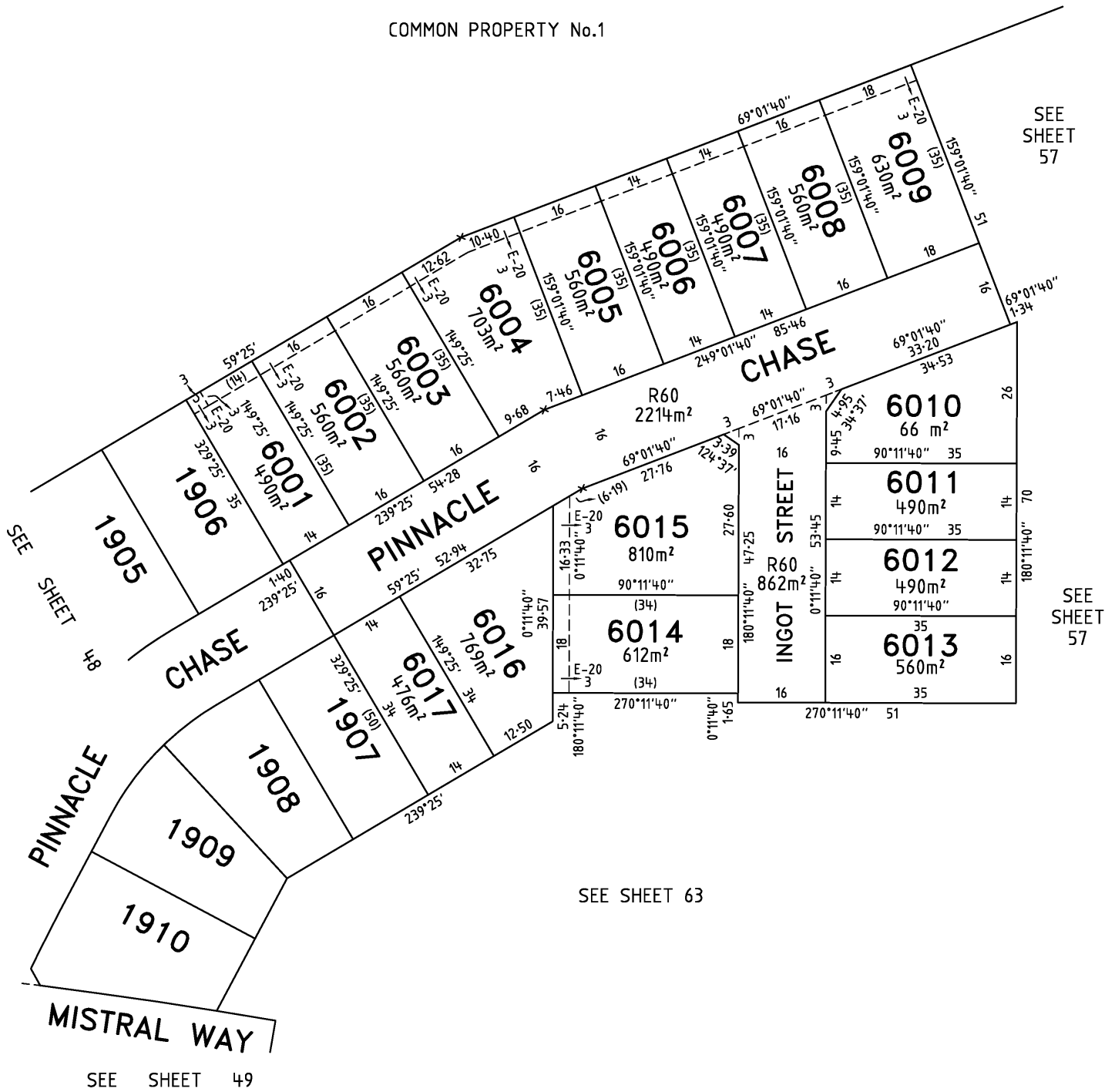
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



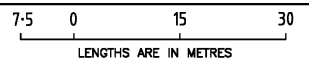
COMMON PROPERTY No.1



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



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 Vic 3205 Australia
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DATE 15/05/18
 VERSION A

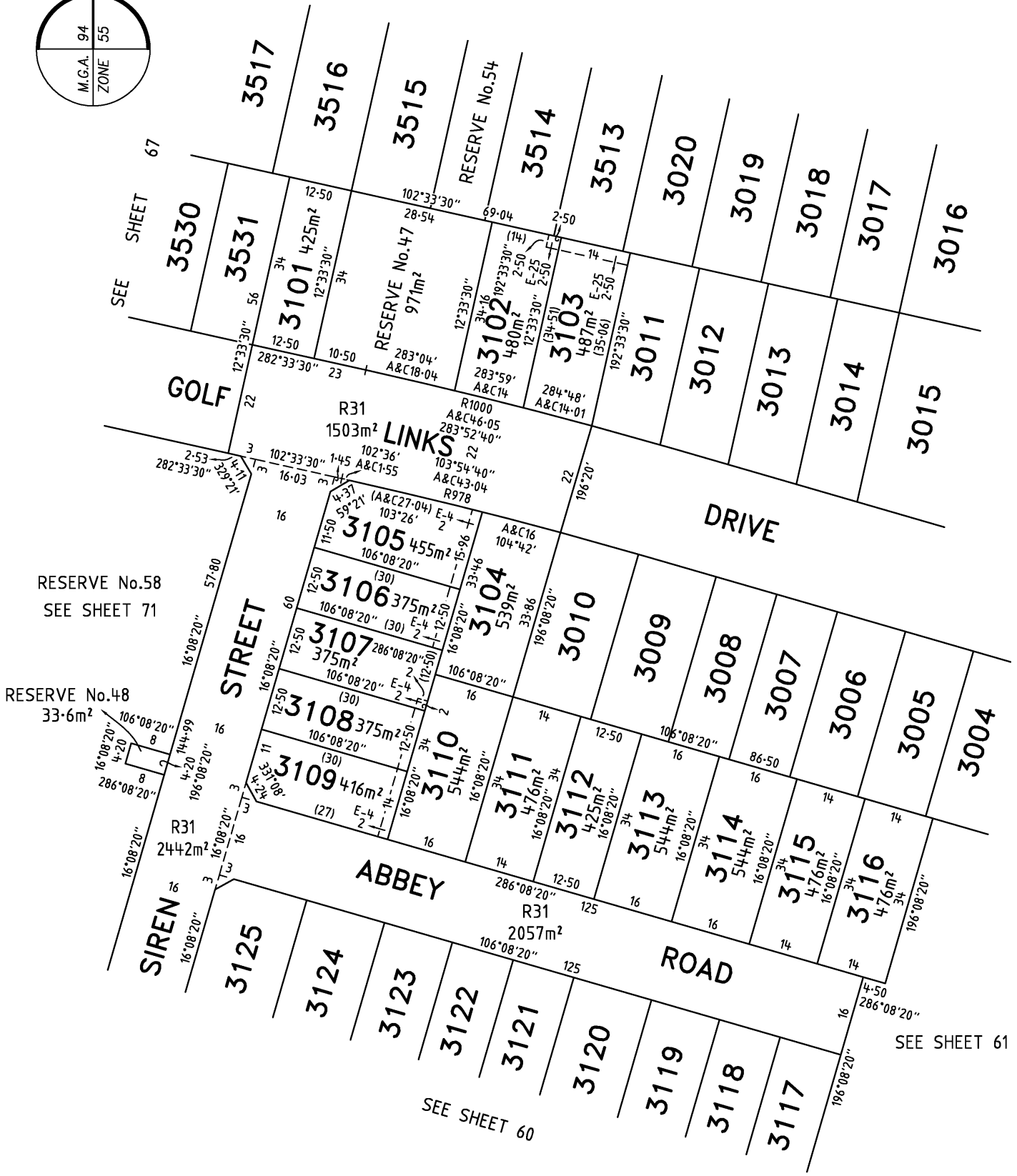
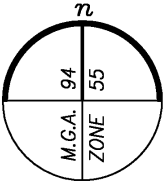
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 DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 58

PLAN OF SUBDIVISION

PS 617320S



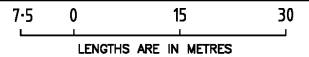
MANDALAY

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



DATE 15/05/18
VERSION A

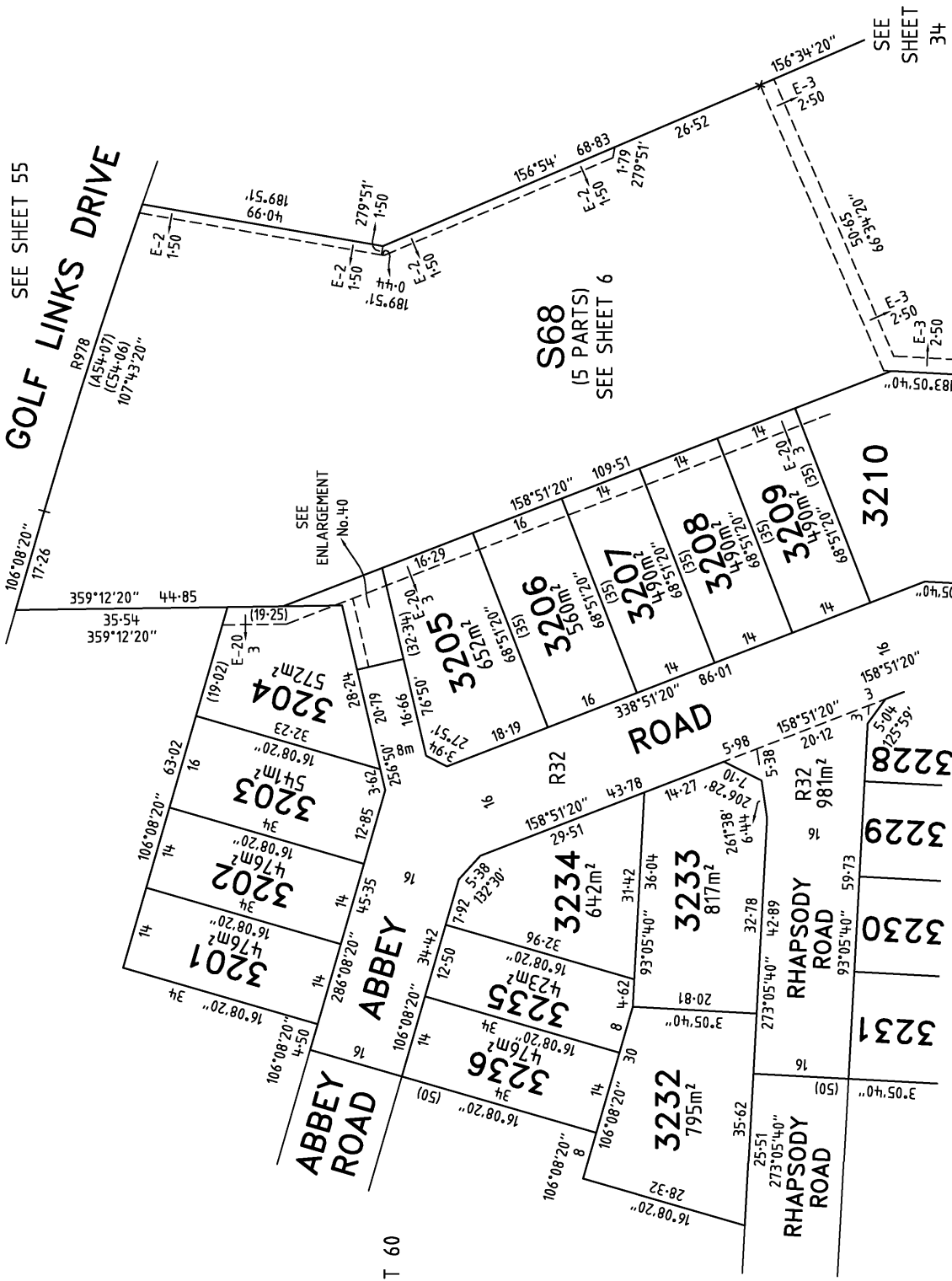
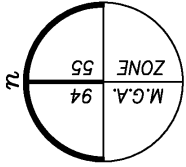
REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 59

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 55

SEE SHEET 60

S68
(5 PARTS)
SEE SHEET 6

S68
(5 PARTS)
Reserve
No.50
138m²

ENLARGEMENT No.40
NOT TO SCALE

SEE SHEET 62

SCALE	1:750	ORIGINAL SHEET SIZE A3
LENGTHS ARE IN METRES		SHEET 61

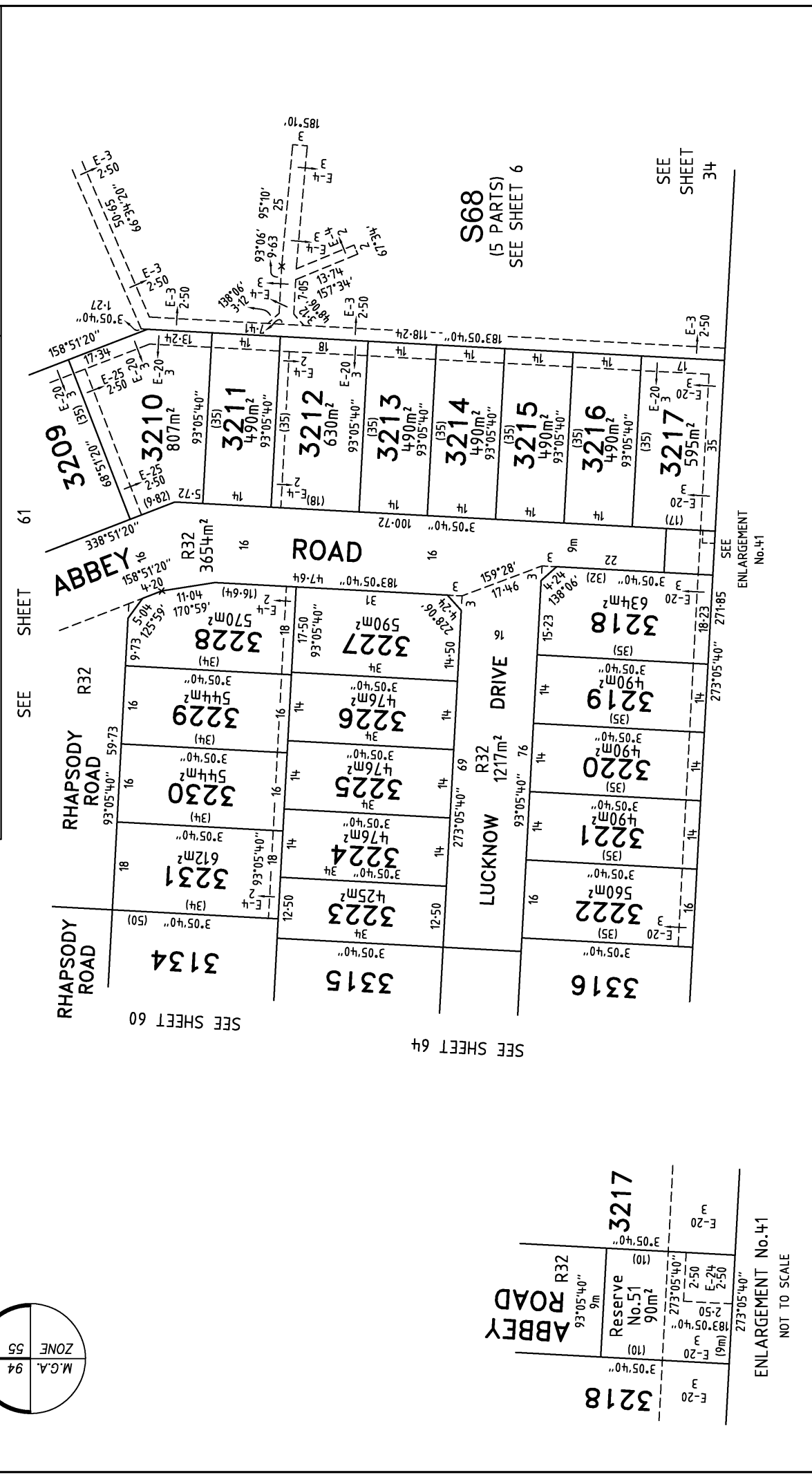
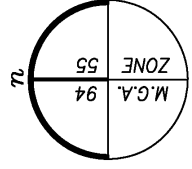
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LICENSED SURVEYOR	
DATE	15/05/18
VERSION	A
REFERENCE	24610333
DRAWING	2461035EA



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PLAN OF SUBDIVISION

PS 617320S



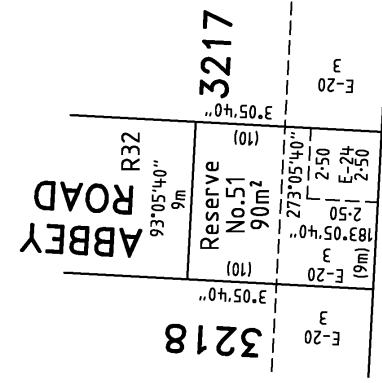
SEE SHEET 60

SEE SHEET 61

SEE SHEET 64

S68
(5 PARTS)
SEE SHEET 6

SEE SHEET 34



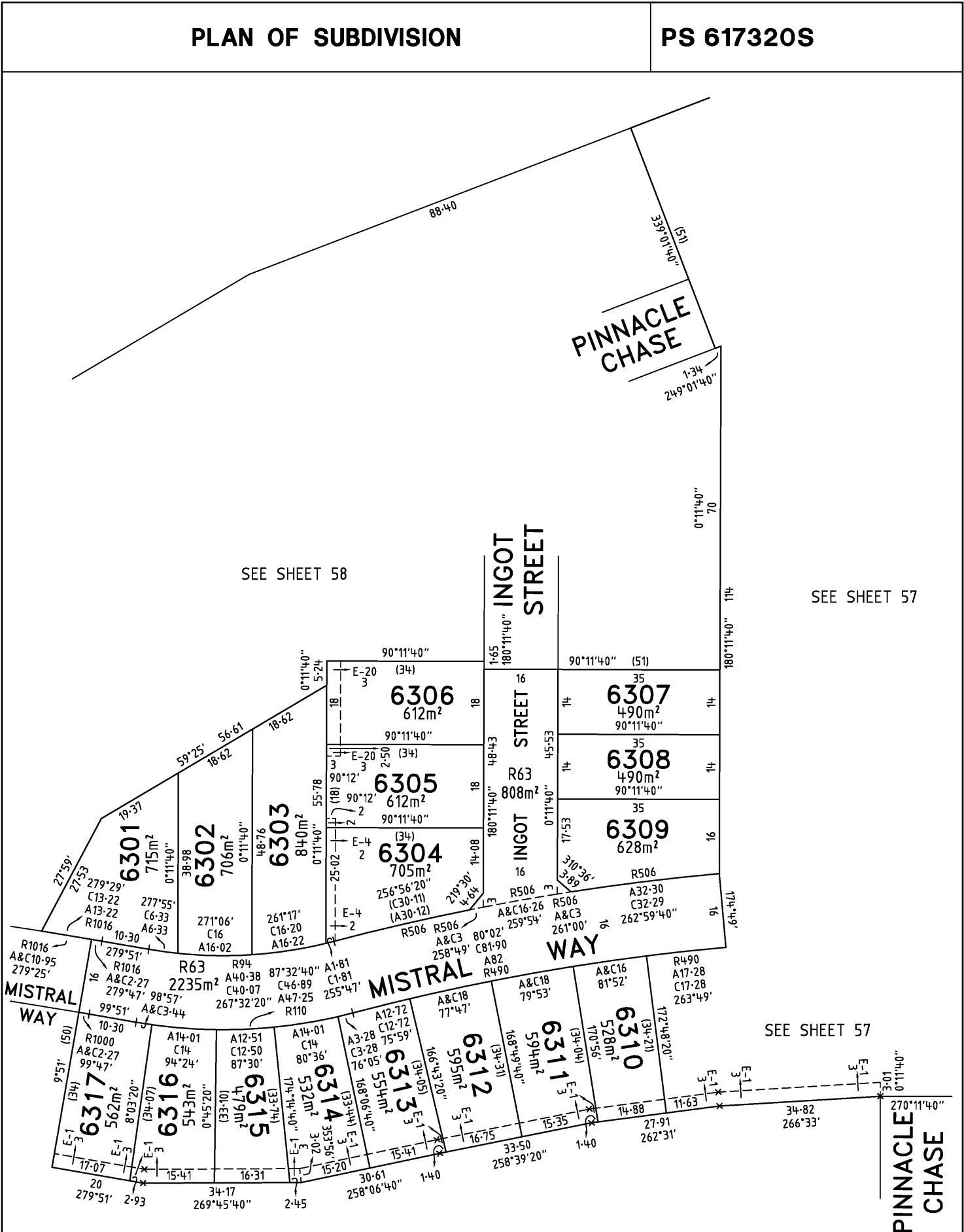
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NOT TO SCALE


MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	ORIGINAL SHEET SIZE A3 SHEET 62
	DATE 15/05/18 VERSION A	REFERENCE 24610333 DRAWING 2461035EA	LENGTHS ARE IN METRES 7.5 0 15 30

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

PLAN OF SUBDIVISION

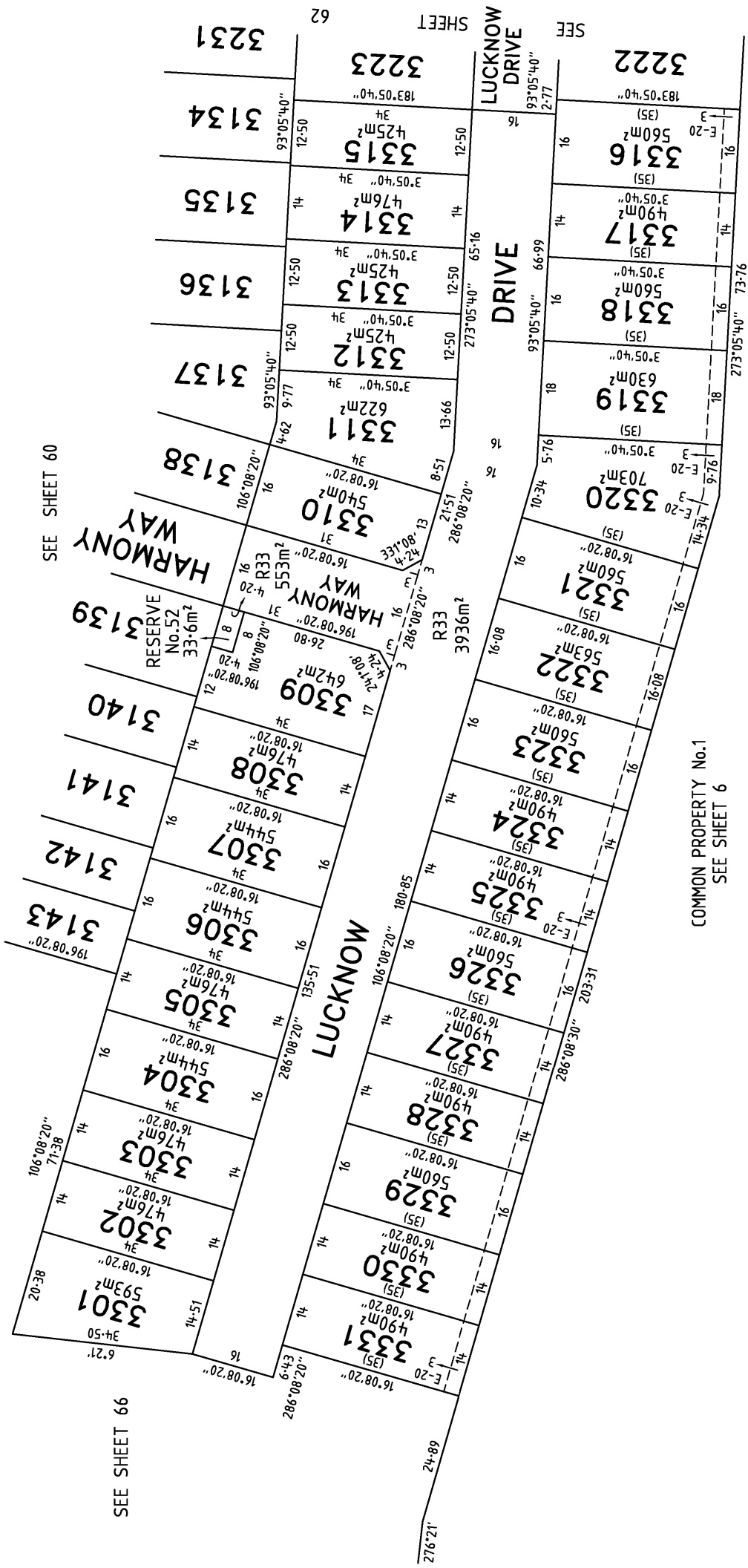
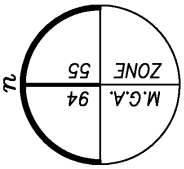
PS 617320S



<p>MANDALAY</p> <p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES
	DATE 15/05/18 VERSION A	REFERENCE 24610333 DRAWING 2461035EA	ORIGINAL SHEET SIZE A3
			SHEET 63

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 60

SEE SHEET 66

LUCKNOW DRIVE

HARMONY WAY

RESERVE No.52

COMMON PROPERTY No.1
SEE SHEET 6

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

ORIGINAL SHEET SIZE A3

SCALE 1:750

LENGTHS ARE IN METRES

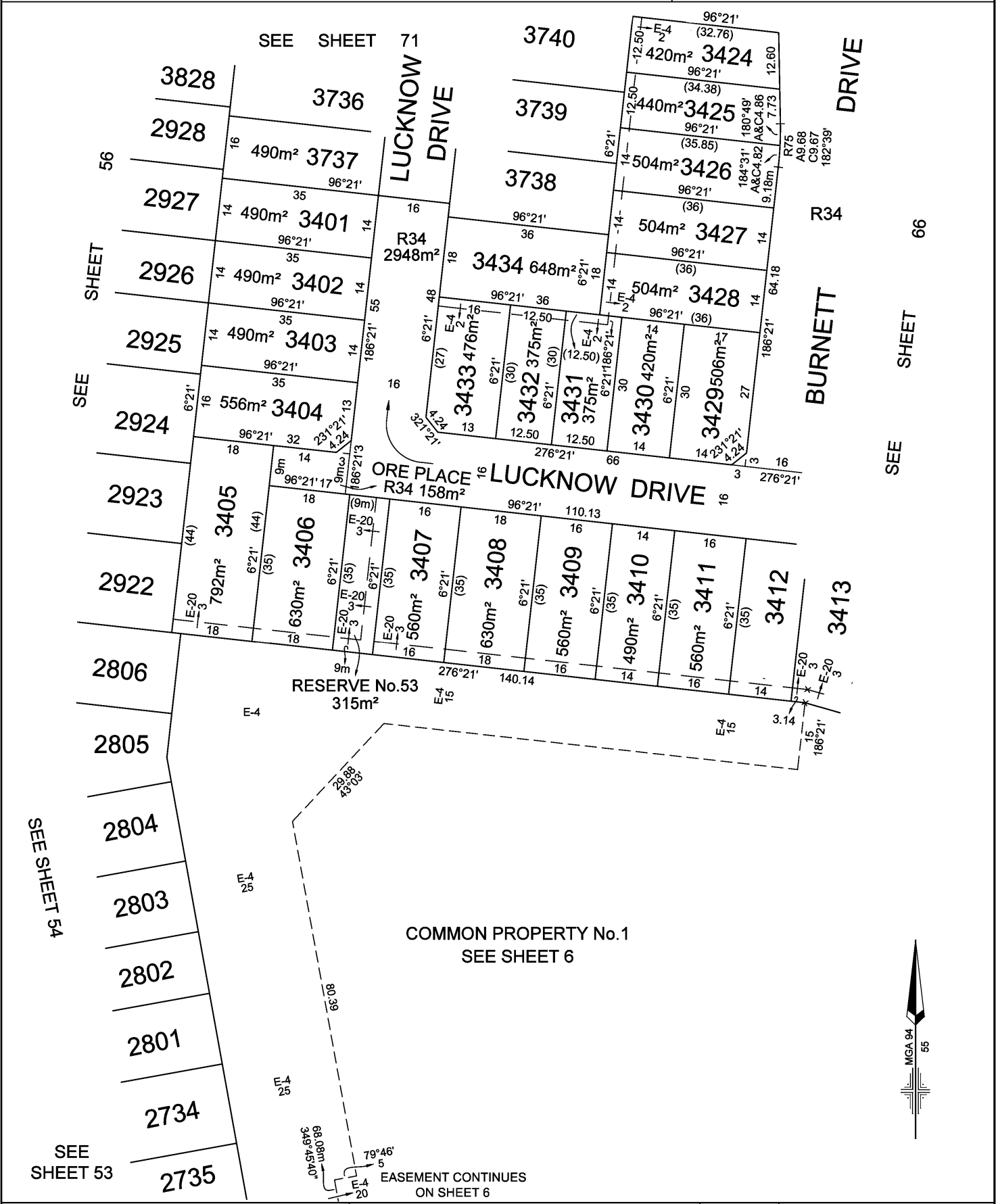
SHEET 64



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PLAN OF SUBDIVISION

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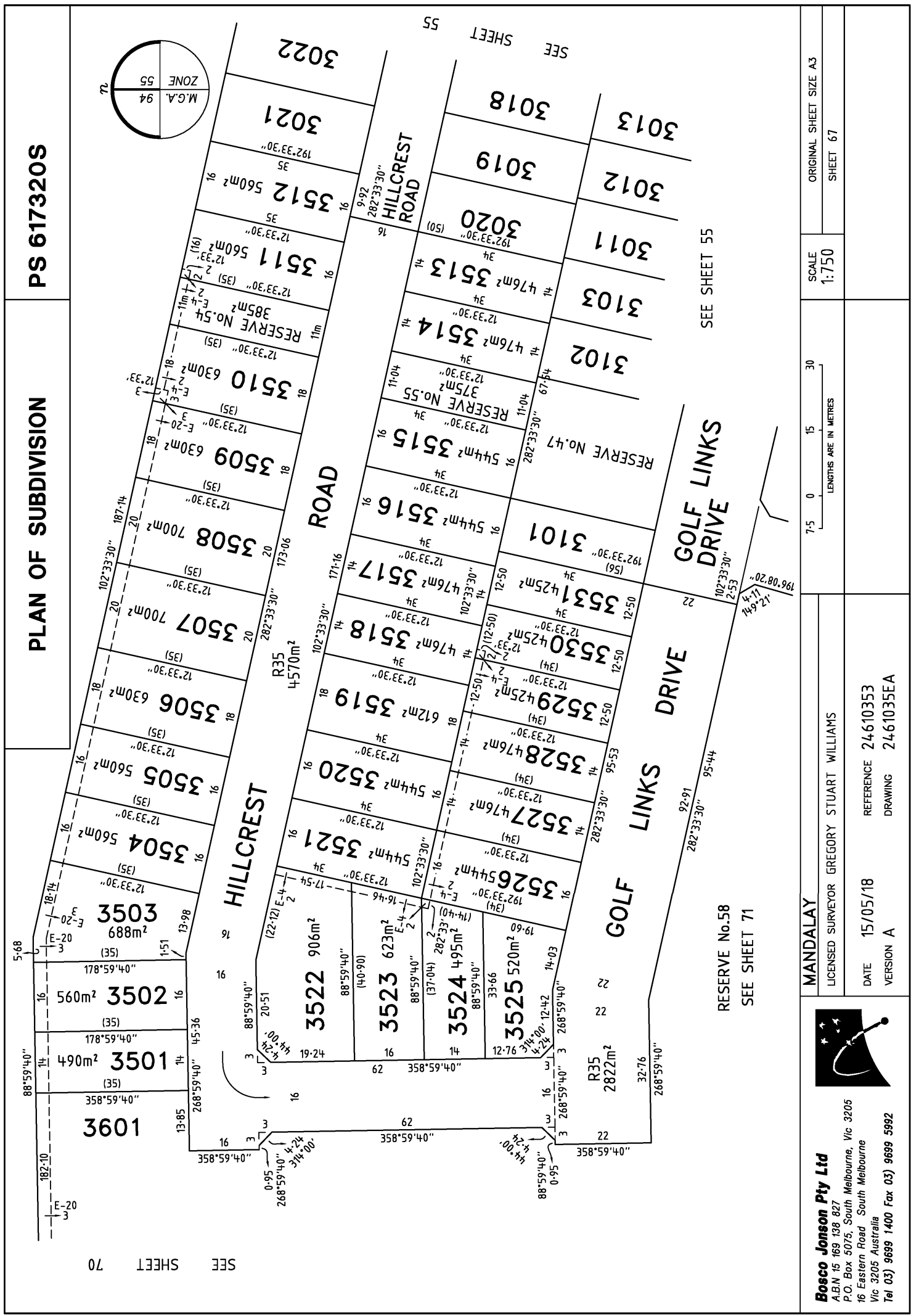
SEE SHEET 54

SEE SHEET 53

SEE SHEET 66



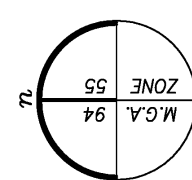
<p>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	<p>LENGTHS ARE IN METRES</p>
	DATE: 08/11/17 DRAWING: CM0061AB	REFERENCE: AA0015 DRAWN BY: LS	ORIGINAL SHEET SIZE: A3 SHEET 65	
	EASEMENT CONTINUES ON SHEET 6			



PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 70



SEE SHEET 55

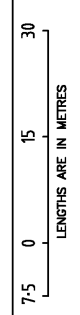
SEE SHEET 55

RESERVE No.58

SEE SHEET 71

ORIGINAL SHEET SIZE A3
SHEET 67

SCALE
1:750



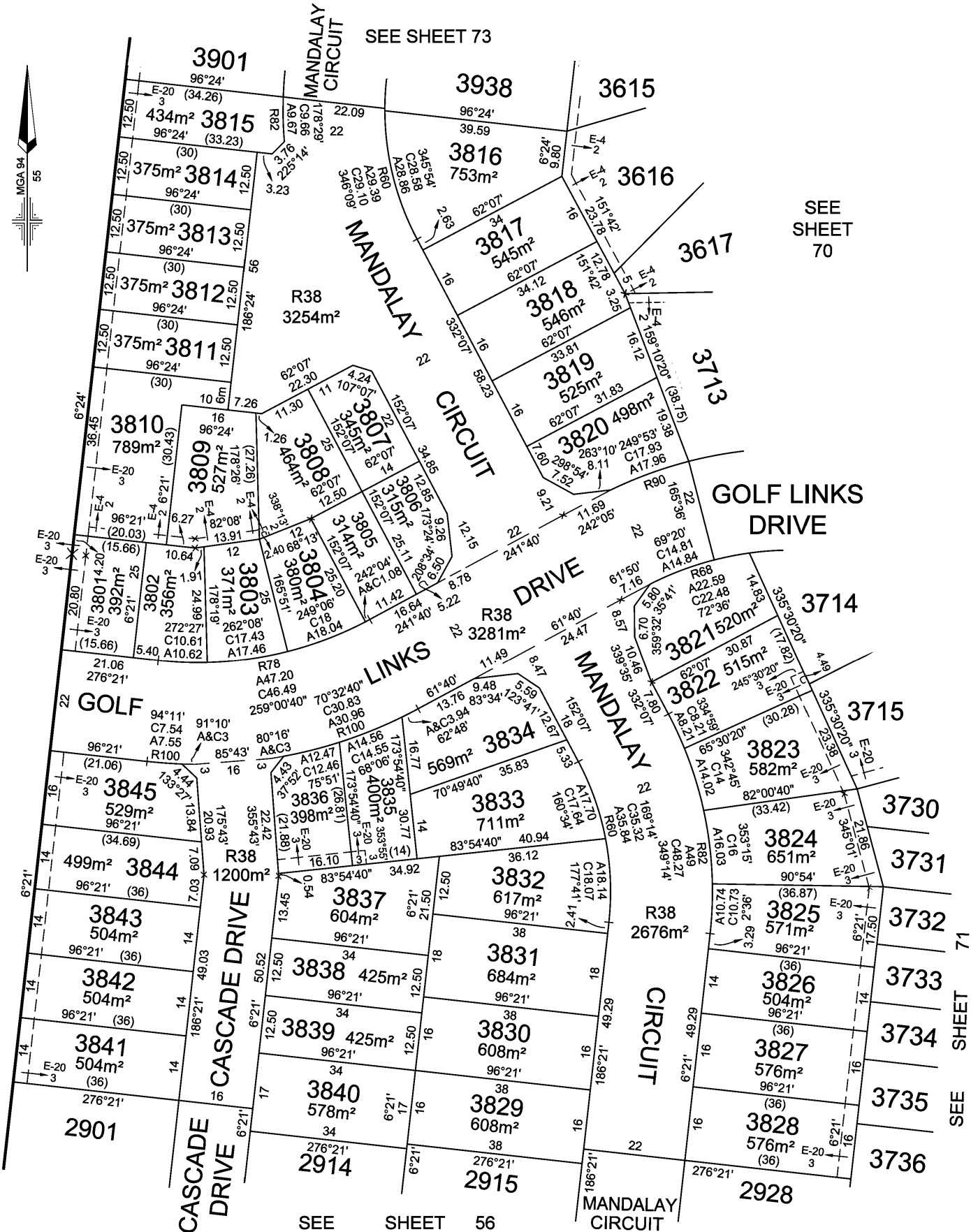
MANDALAY
 LICENSED SURVEYOR GREGORY STUART WILLIAMS
 DATE 15/05/18 REFERENCE 24610353
 VERSION A DRAWING 2461035EA





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PLAN OF SUBDIVISION

PS 617320S



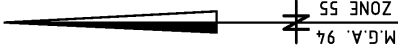
 <p>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 23/08/18 DRAWING: CM0061AB	SCALE 1:800 REFERENCE: AA0015 DRAWN BY: LS	0 8 16 24 32  LENGTHS ARE IN METRES ORIGINAL SHEET SIZE: A3 SHEET 68
	SEE SHEET 56		

SEE SHEET 71

SEE SHEET 70

PLAN OF SUBDIVISION

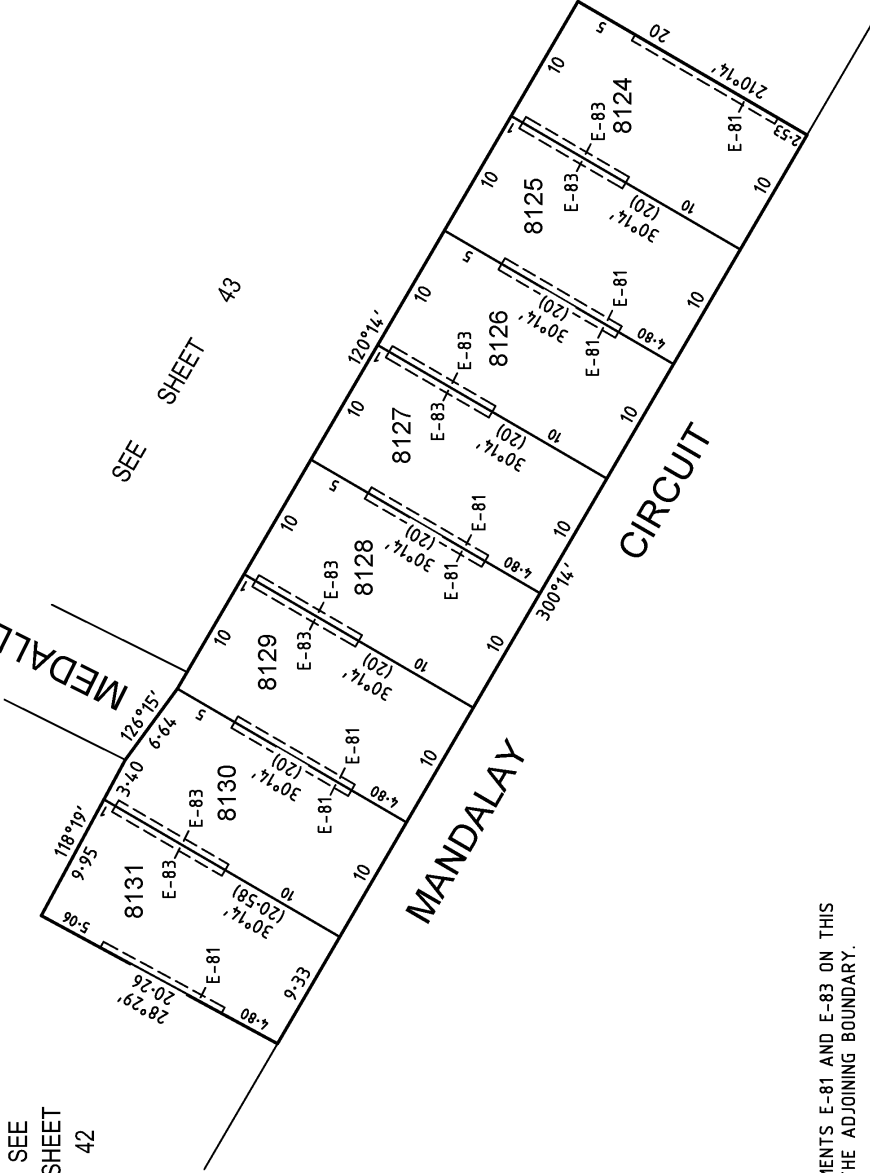
PS 617320S



MEDALLION AVENUE

SEE SHEET 42


SEE SHEET 43



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.

0802S CE01 VER ADW/G BC/.....

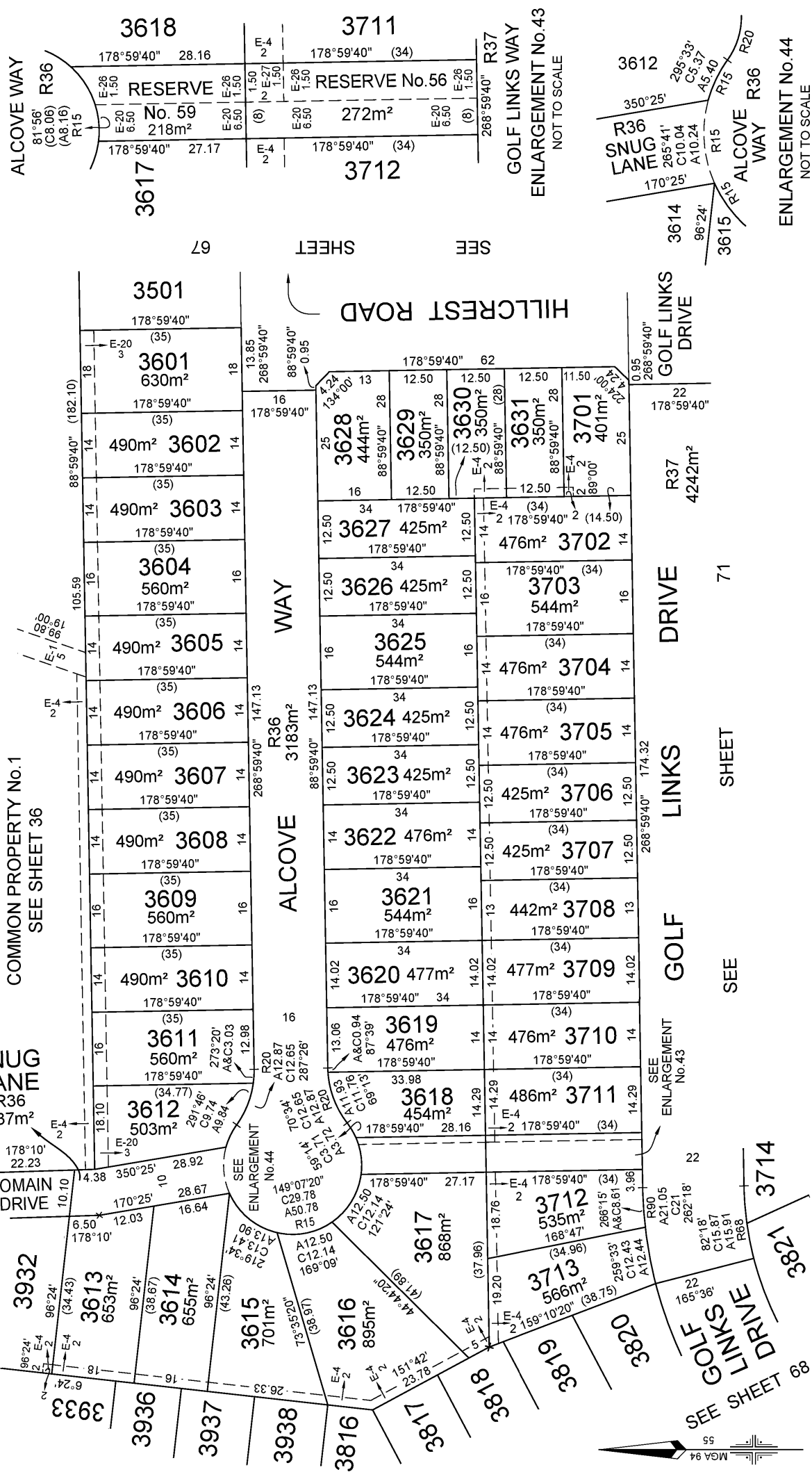
 Melbourne Survey T 9869 0813 F 9869 0901	SCALE 1:400	LENGTHS ARE IN METRES 4 0 4 8 12 16	ORIGINAL SHEET SIZE A3	SHEET 69
	Digitally signed by: Brendan John Munari, Licensed Surveyor, Surveyor's Plan Version (A), 01/10/2015, SPEAR Ref: S074808A Digitally signed by: Mitchell Shire Council, 15/10/2015, SPEAR Ref: S074808A			

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 73

COMMON PROPERTY No.1
SEE SHEET 36



MANDALAY		SCALE	0 8 16 24 32	ORIGINAL SHEET	SHEET 70
LICENSED SURVEYOR: ANDREW J. REAY		1:800	LENGTHS ARE IN METRES	SIZE: A3	
DATE:	07/11/22	REFERENCE:	AA0015		
DRAWING:	CM0064AA	DRAWN BY:	BA		
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PS 617320S

PLAN OF SUBDIVISION

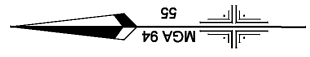
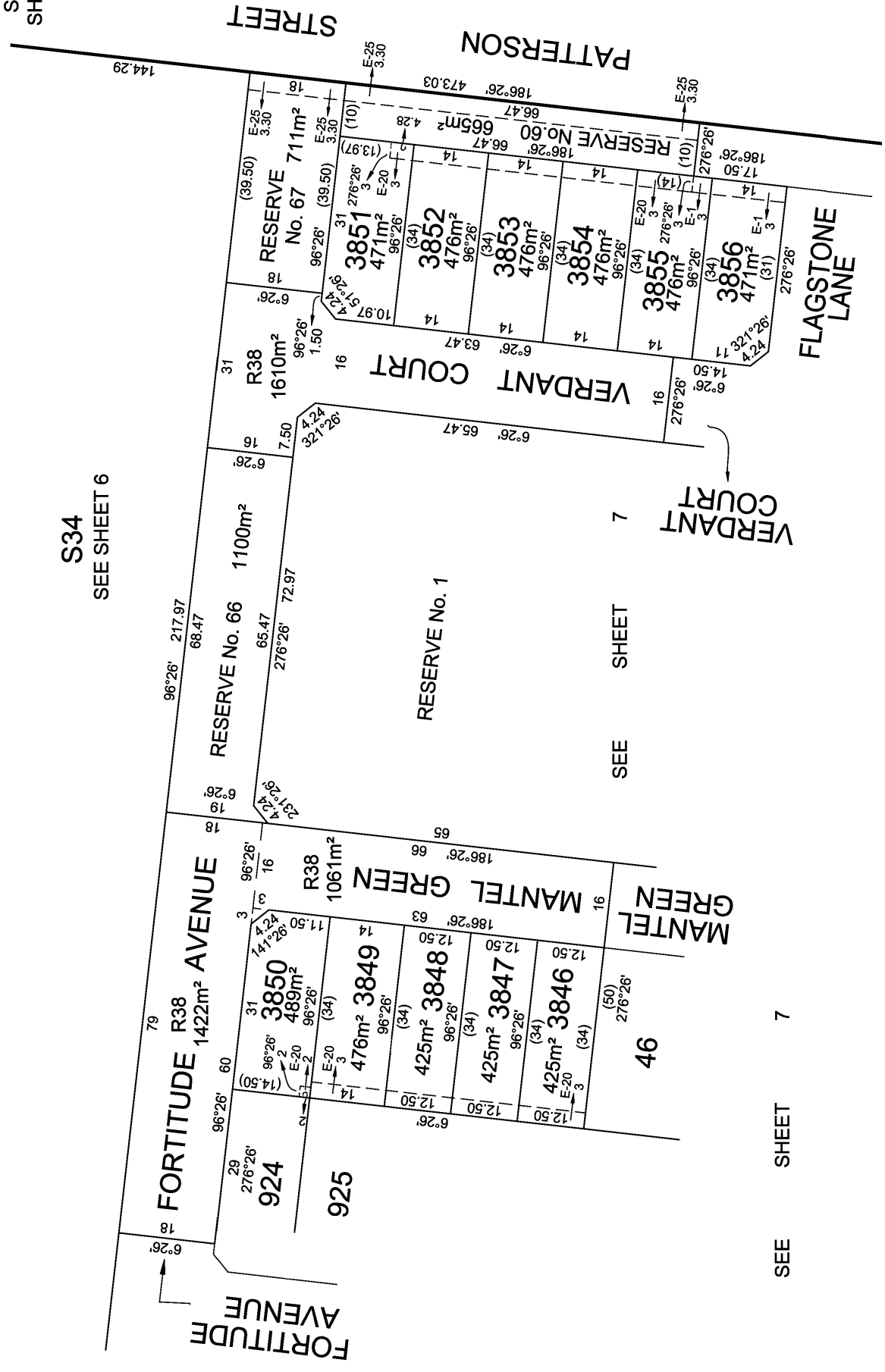
SEE SHEET 6

S34
SEE SHEET 6

SEE SHEET 37

SEE SHEET 7

SEE SHEET 7



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MANDALAY - 38
 LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 23/08/18
 DRAWING: CM0061AB
 REFERENCE: AA0015
 DRAWN BY: LS

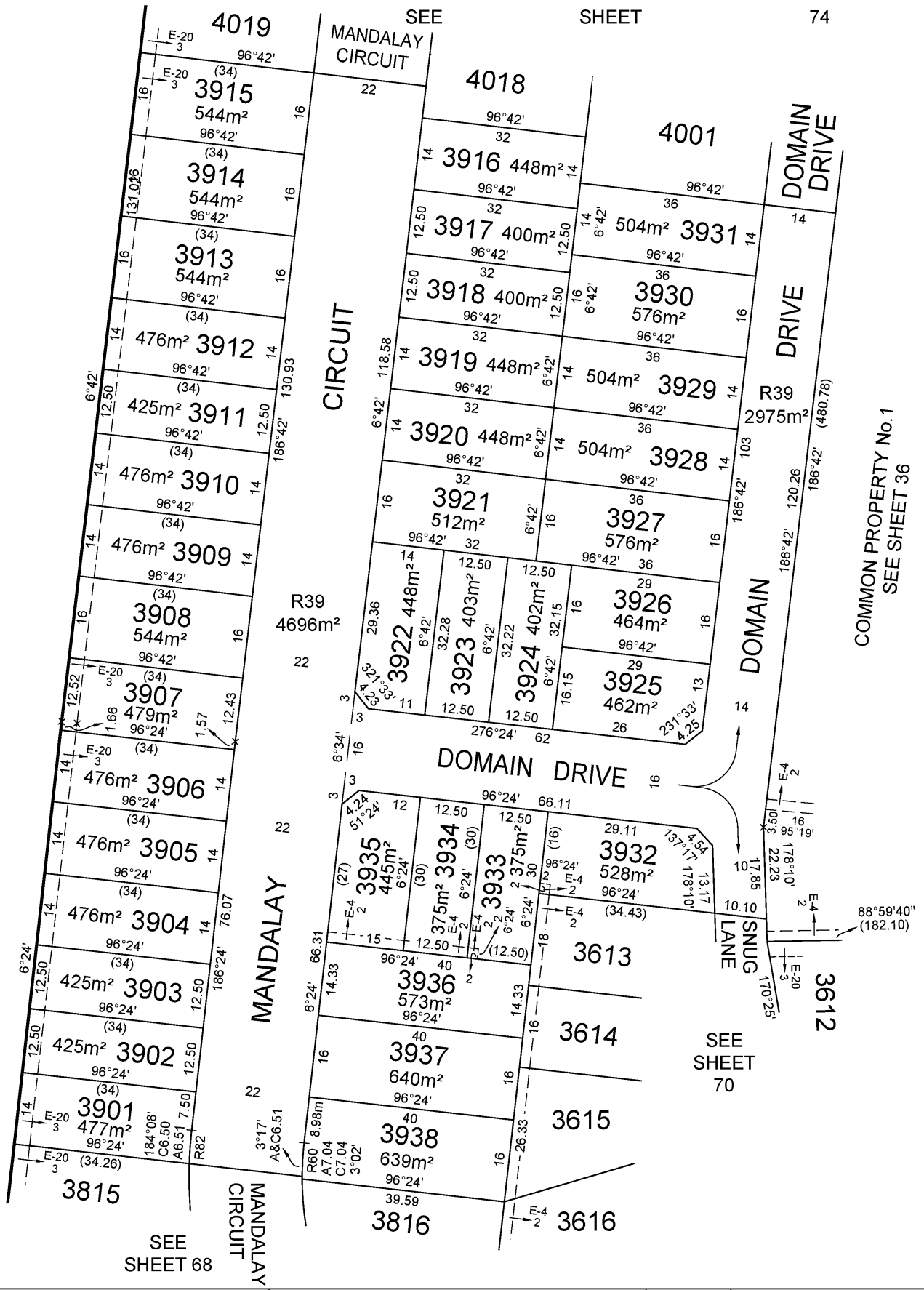
SCALE
 1:750
 LENGTHS ARE IN METRES
 0 7.5 15 22.5 30

ORIGINAL SHEET
 SIZE: A3

SHEET 72

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1
SEE SHEET 36

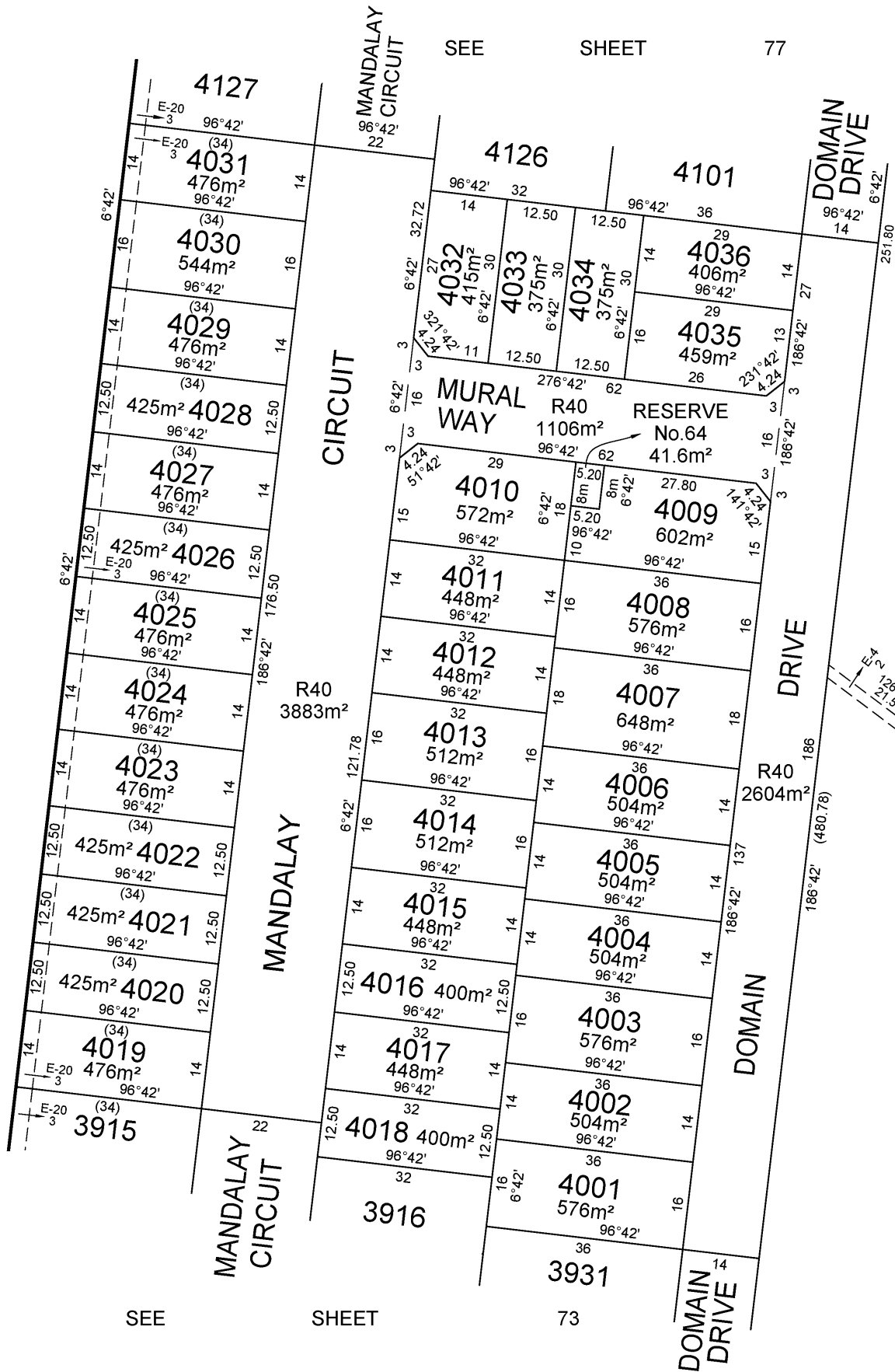
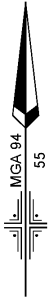
<p>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
	DATE: 07/11/22 DRAWING: CM0064AA	REFERENCE: AA0015 DRAWN BY: BA	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

0 7.5 15 22.5 30

LENGTHS ARE IN METRES



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DATE: 07/11/22
 DRAWING: CM0064AA

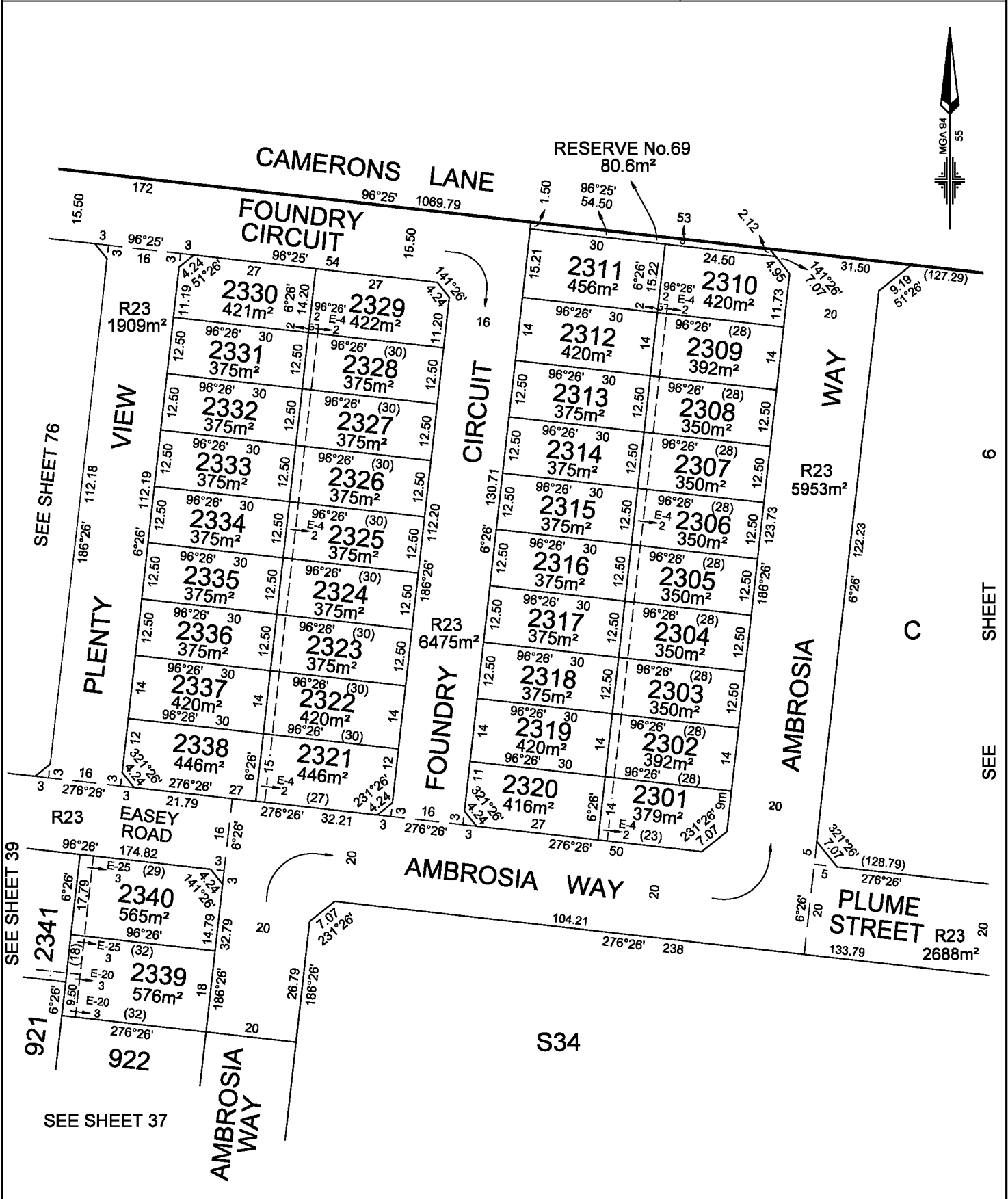
REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 74

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PLAN OF SUBDIVISION

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MANDALAY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 19/08/22 REFERENCE: AA0015
 DRAWING: CM0094AA DRAWN BY: BA

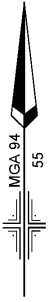
SCALE: 1:800

0 8 16 24 32
 LENGTHS ARE IN METRES

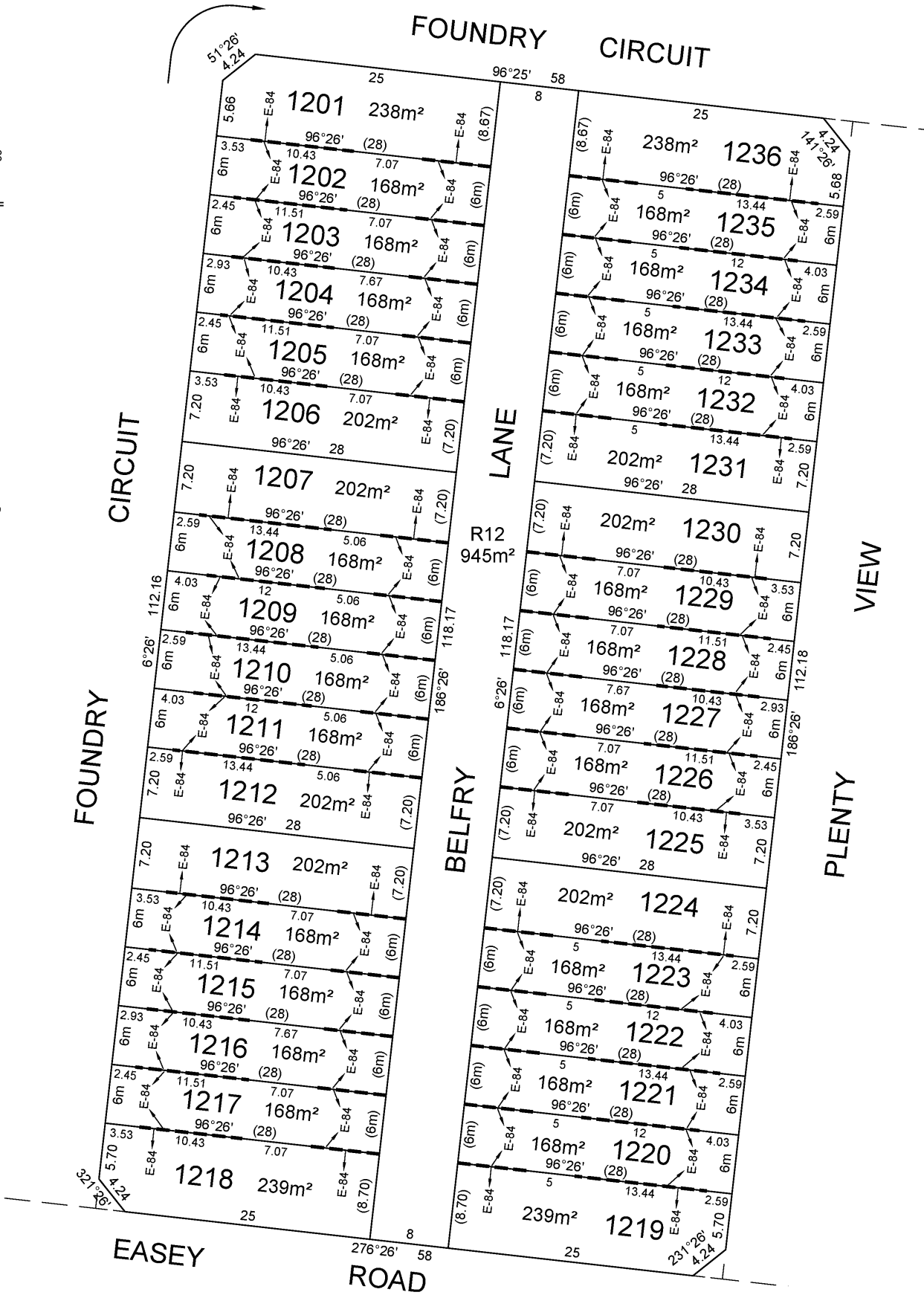
ORIGINAL SHEET SIZE: A3
 SHEET 75

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 39



SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:400

0 4 8 12 16

LENGTHS ARE IN METRES



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DATE: 17/06/19

REFERENCE: AA0015

ORIGINAL SHEET SIZE: A3

DRAWING: CM0012AA

DRAWN BY: LS

SHEET 76

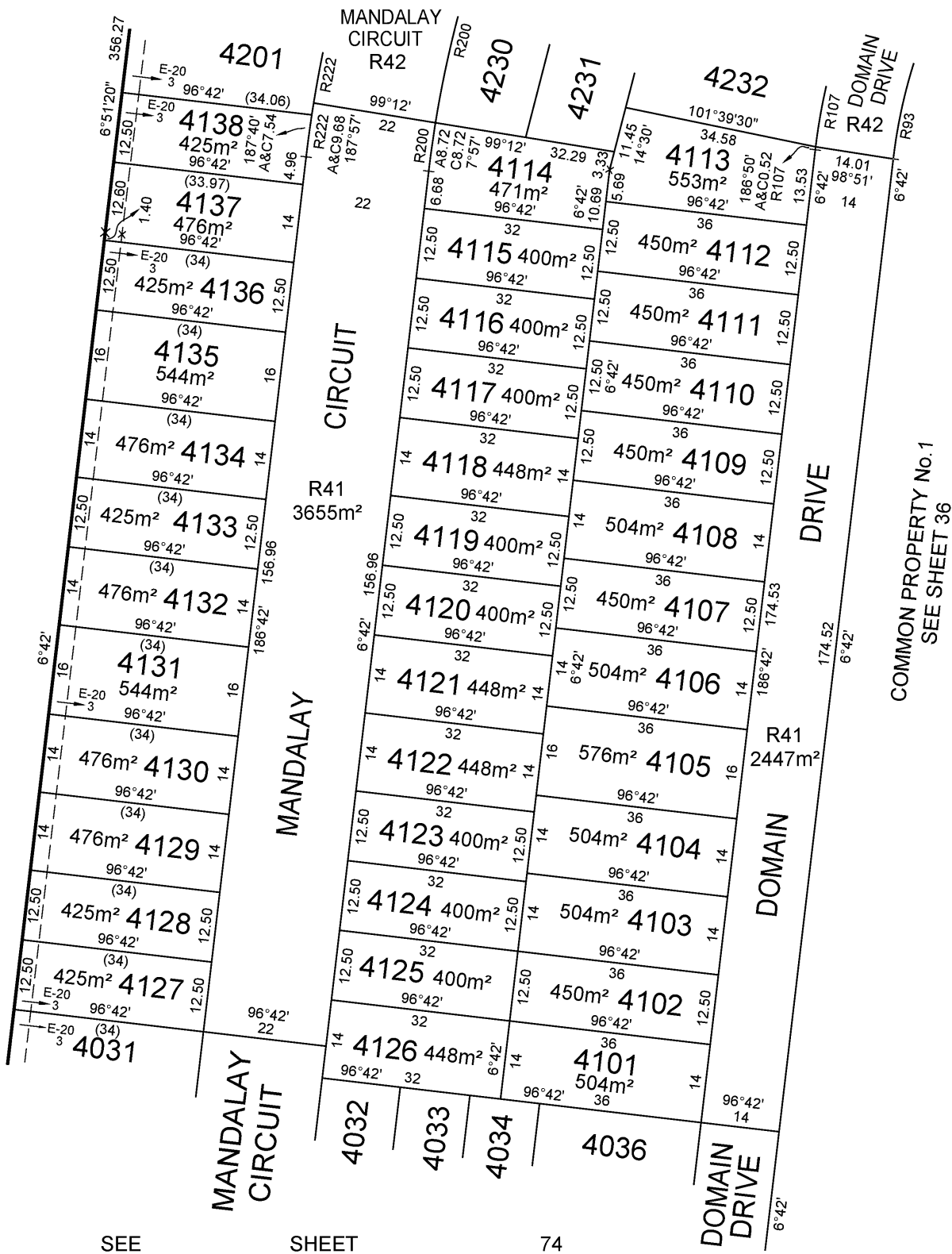
PLAN OF SUBDIVISION

PS 617320S

SEE

SHEET

79



SEE

SHEET

74

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

0 7.5 15 22.5 30

1:750

LENGTHS ARE IN METRES



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DATE: 03/11/21

REFERENCE: AA0015

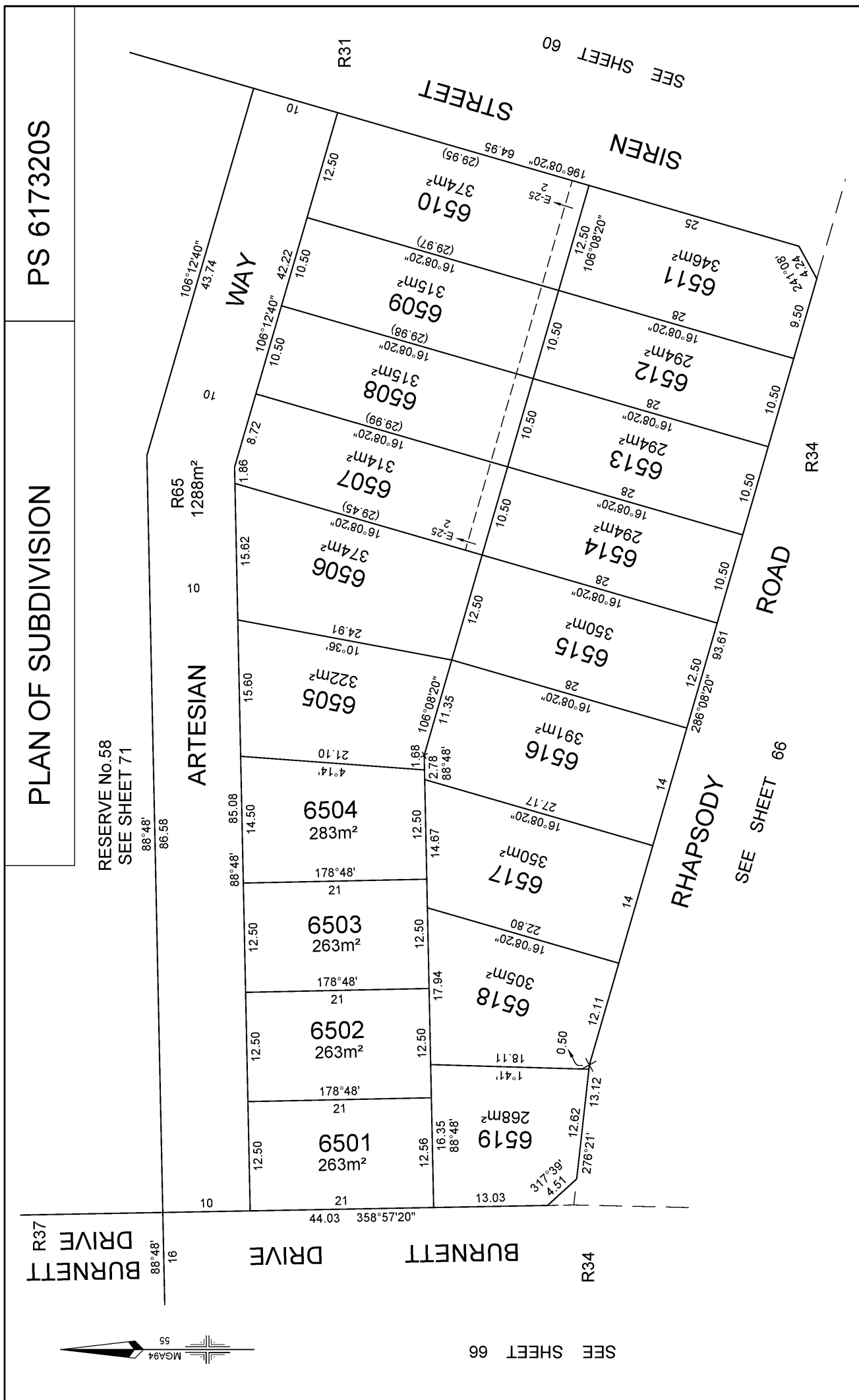
ORIGINAL SHEET SIZE: A3

DRAWING: CM0042AA

DRAWN BY: LS

SHEET 77

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PS 617320S

PLAN OF SUBDIVISION

RESERVE No.58
SEE SHEET 71

88°48'
86.58

R65
1288m²

ARTESIAN
WAY

R37
BURNETT
DRIVE

88°48'
16

BURNETT
DRIVE

R34

SEE SHEET 66

SEE SHEET 60


SIREN
STREET

SIREN

RHAPSODY
ROAD

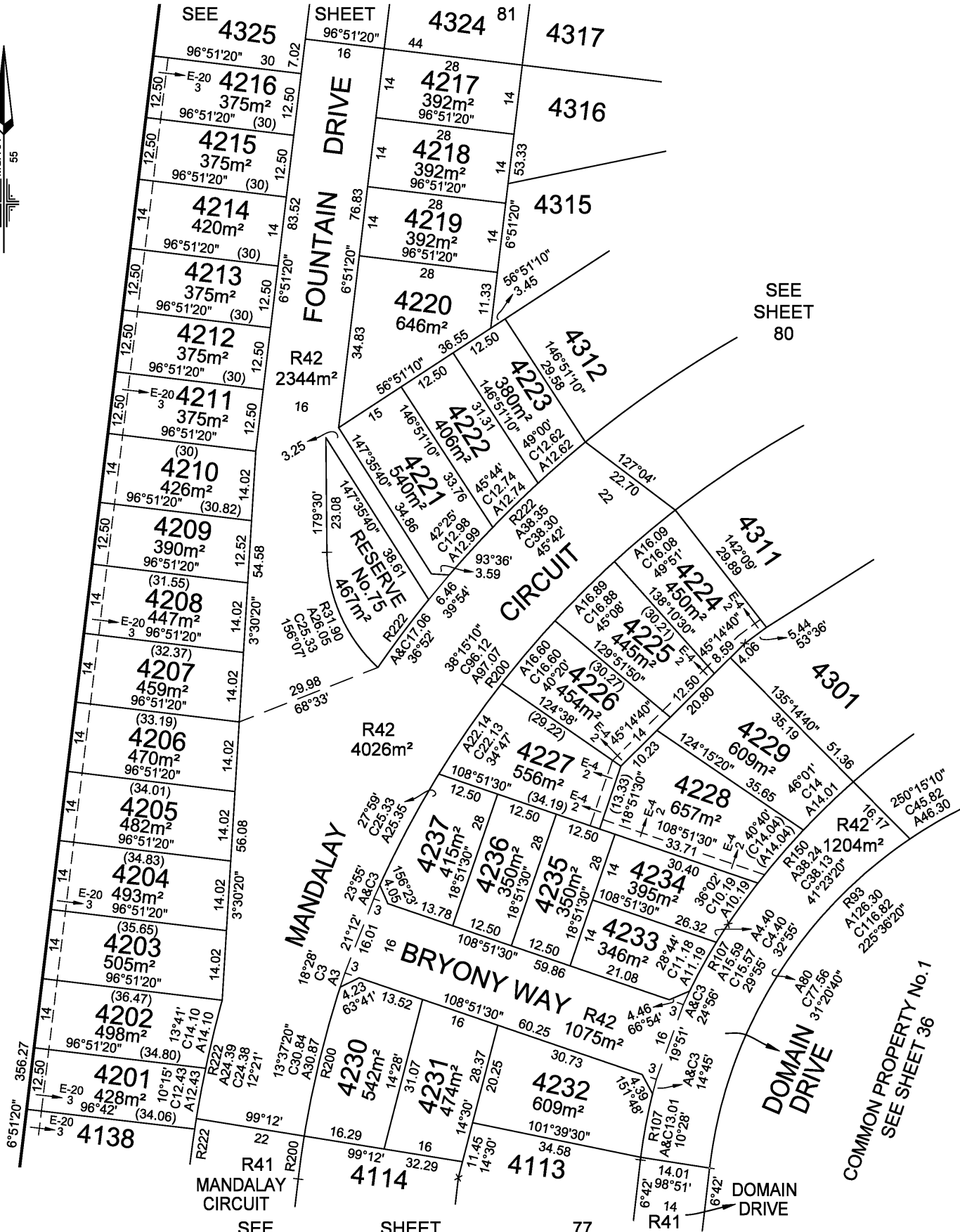
SEE SHEET 66

R34

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	DATE: 05/02/21 DRAWING: CM0065AA	REFERENCE: AA0015 DRAWN BY: LS	LENGTHS ARE IN METRES 0 4 8 12 16	

PLAN OF SUBDIVISION

PS 617320S



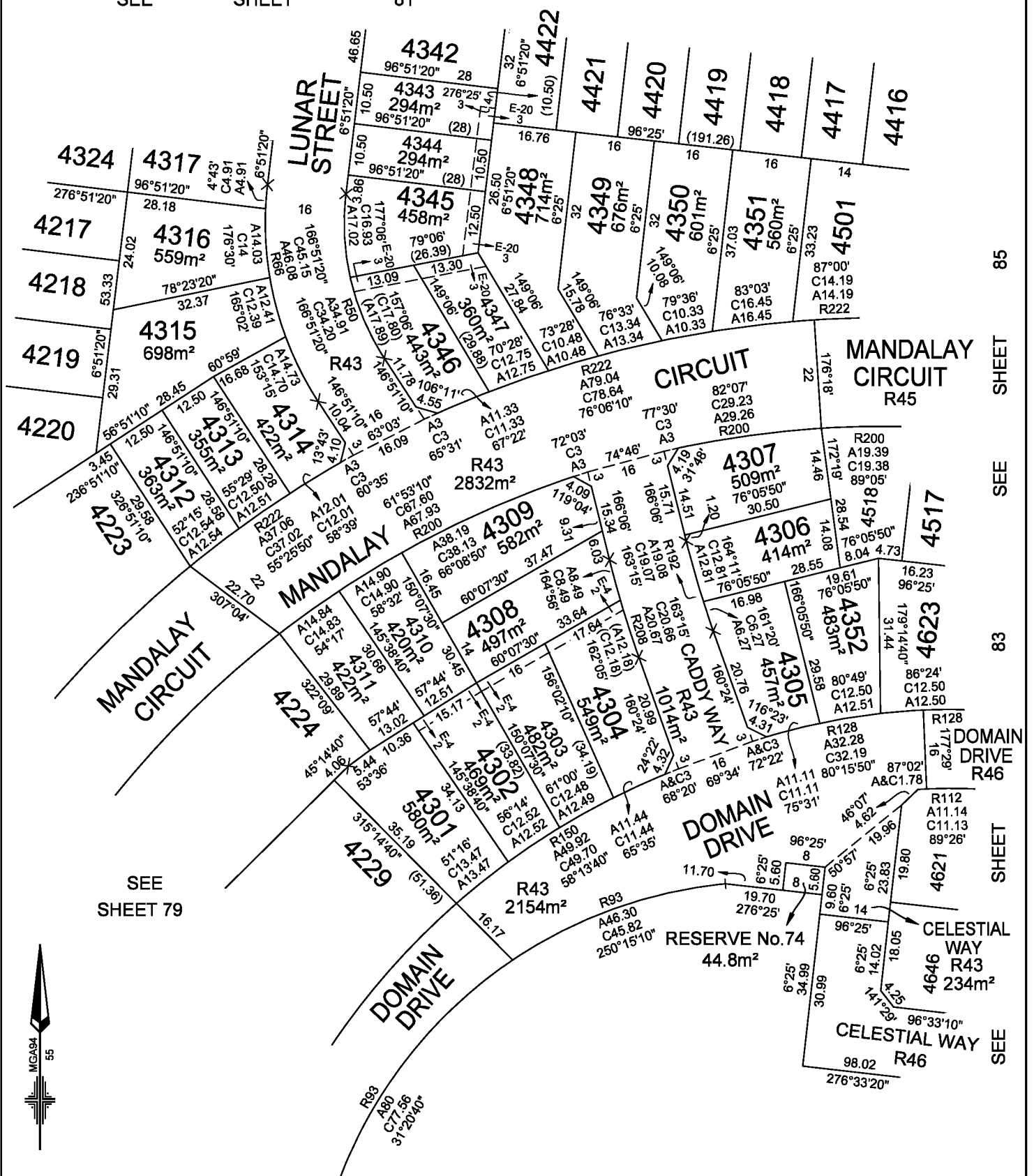
<p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	<p>LENGTHS ARE IN METRES</p>
	DATE: 27/05/22 DRAWING: CM0043AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 79

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 81

SEE SHEET 82



SEE SHEET 79

SEE SHEET 85

SEE SHEET 83

SEE SHEET 83

SEE SHEET 83

SEE SHEET 83



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

0 7.5 15 22.5 30

1:750

LENGTHS ARE IN METRES

DATE: 19/08/22

REFERENCE: AA0015

DRAWING: CM0045AA

DRAWN BY: BA

ORIGINAL SHEET SIZE: A3

SHEET 80

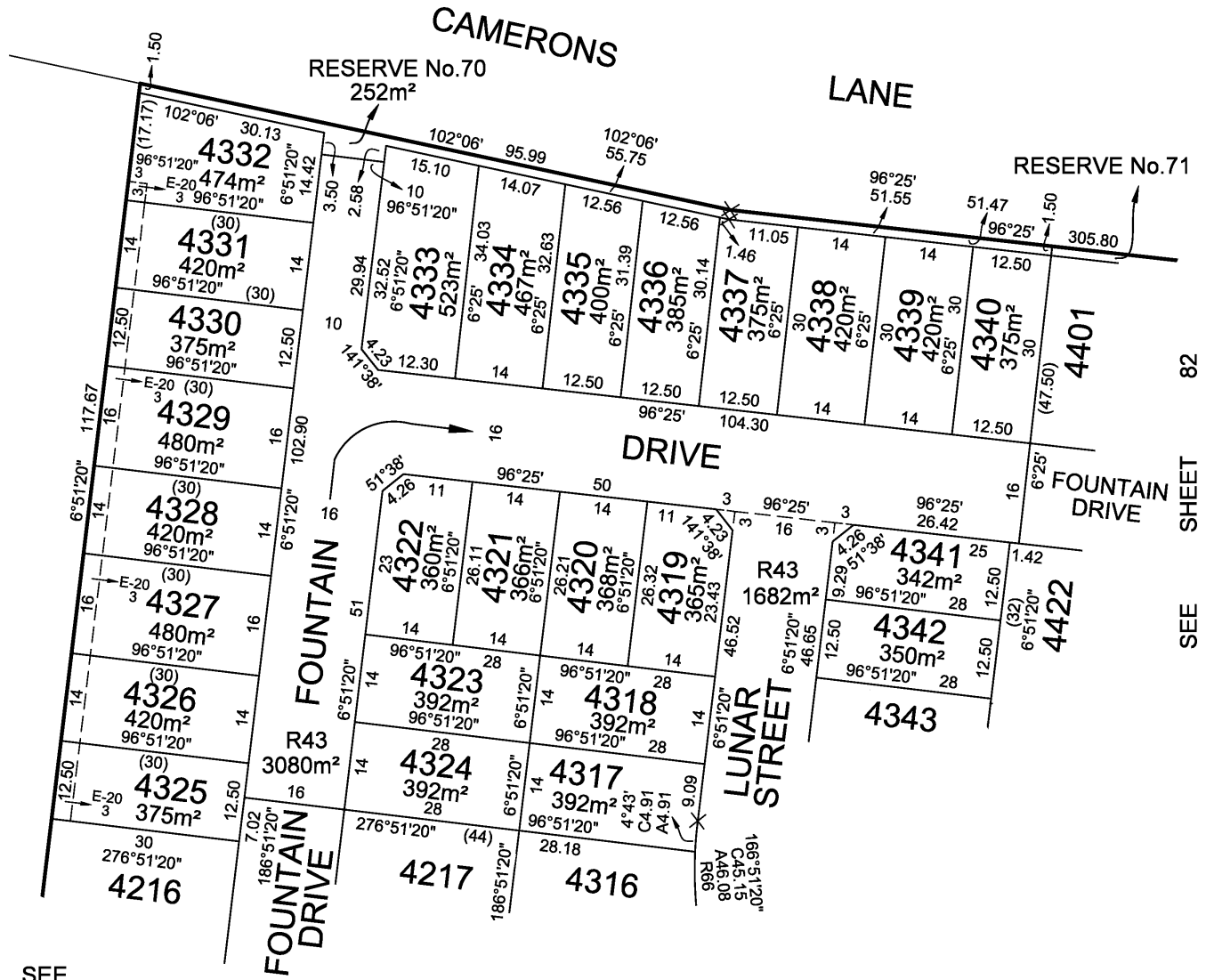


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PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 6

SEE SHEET

80

SEE SHEET 82

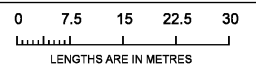
MANDALAY



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LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



DATE: 27/05/22
 DRAWING: CM044AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 81

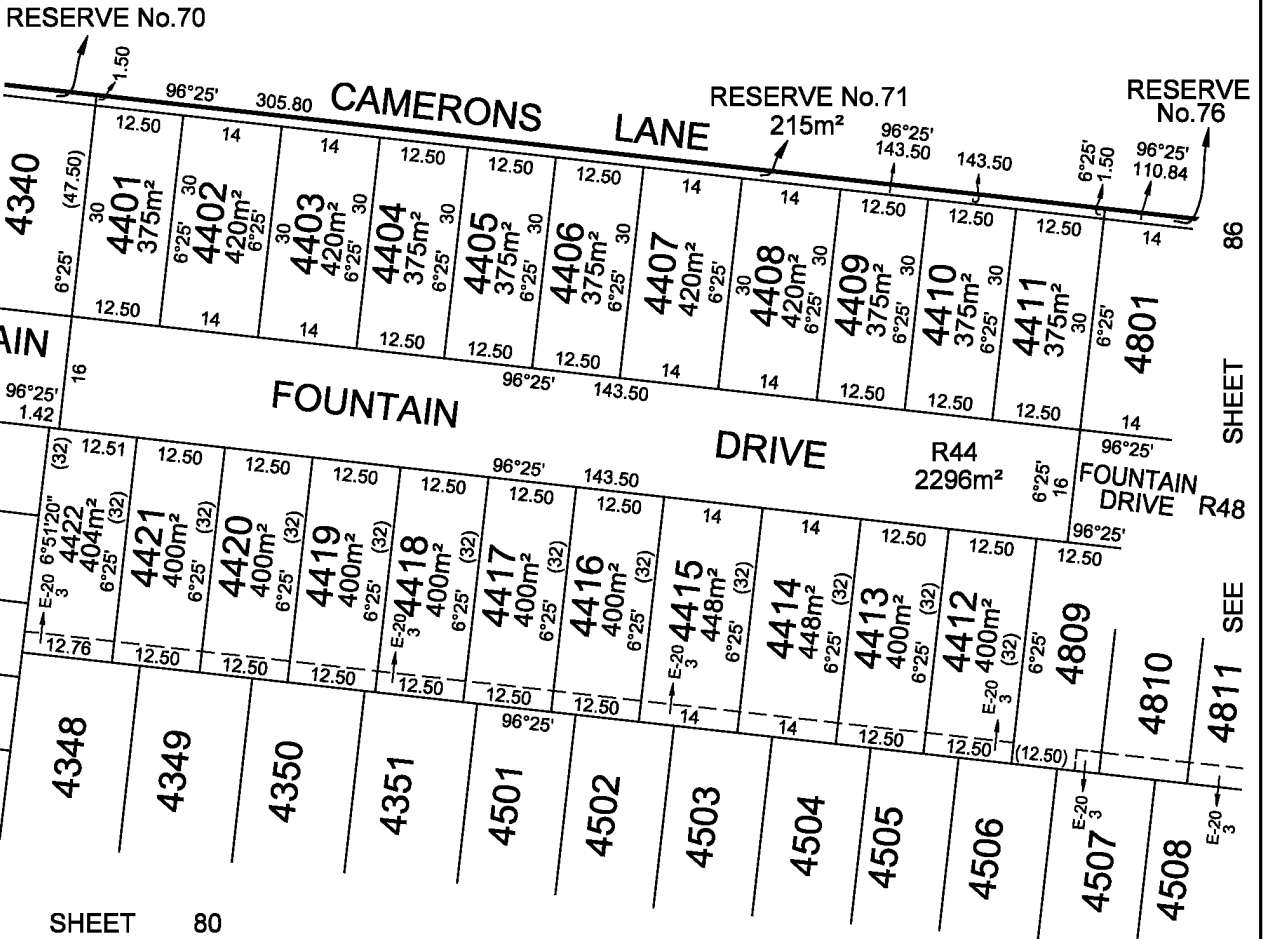
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S

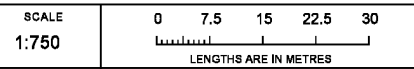
SEE SHEET 81

SHEET 86



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 19/08/22 REFERENCE: AA0015
 DRAWING: CM0048AA DRAWN BY: BA



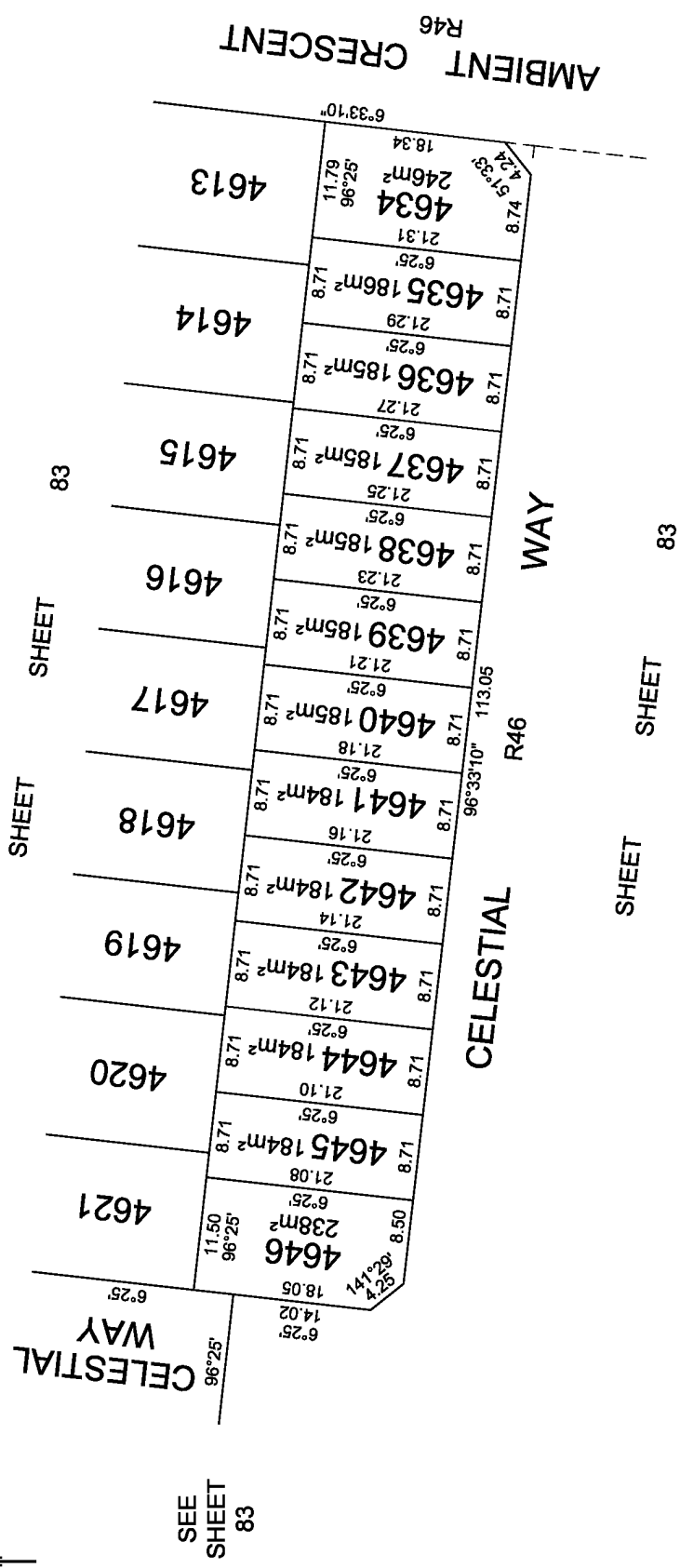
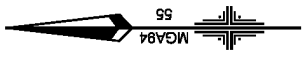
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ORIGINAL SHEET SIZE: A3
 SHEET 82

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PLAN OF SUBDIVISION


PS 617320S



SEE SHEET 83

SHEET 83

SHEET 83

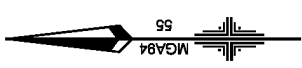
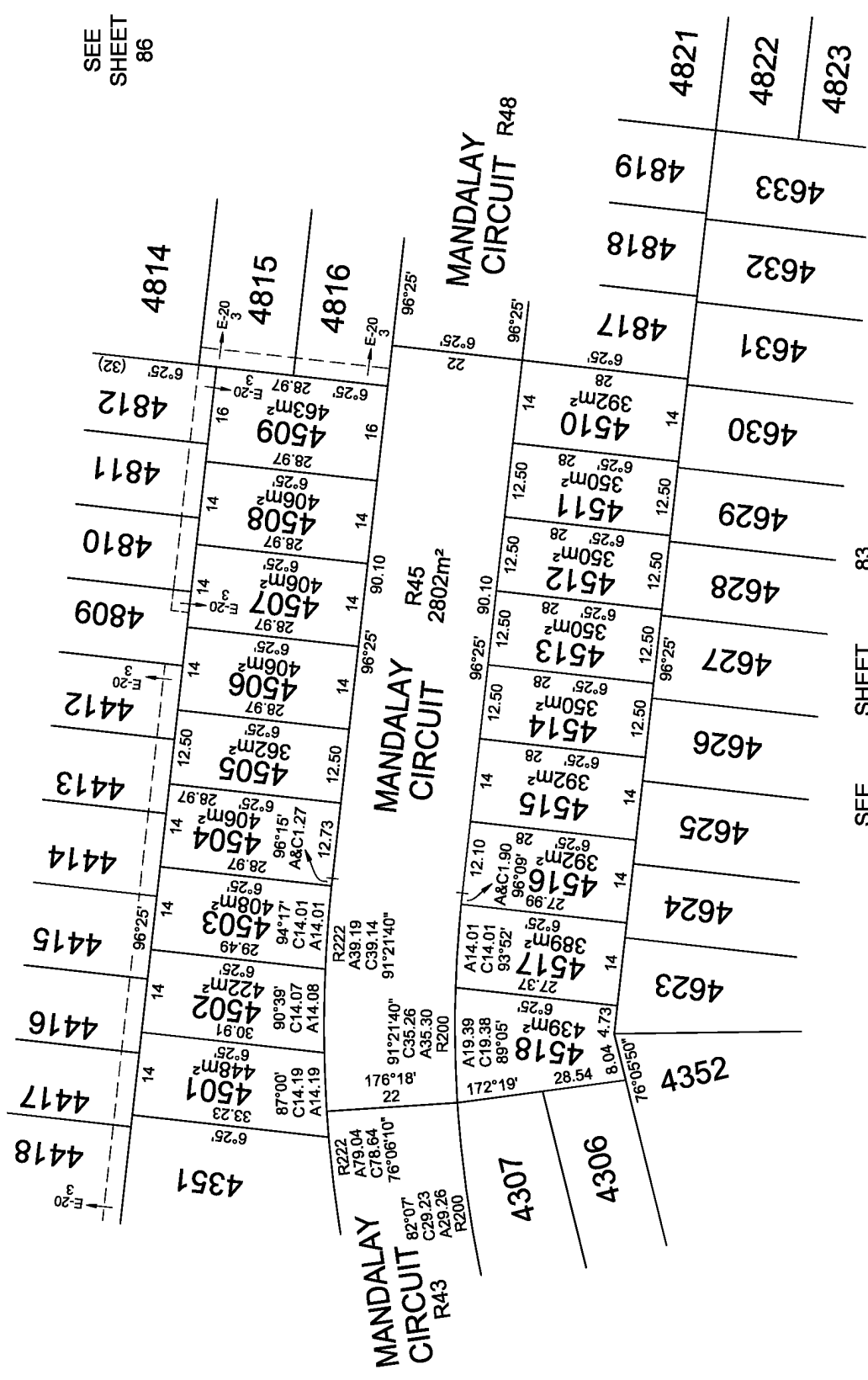
 <p>Lyssna Group Pty Ltd ABN 18 616 811 151 Tel: +61 3 9516 6899 PO Box 1096, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 19/08/22 DRAWING: CM0046AA	REFERENCE: AA0015 DRAWN BY: BA	SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE: A3	SHEET 84
	DATE: 19/08/22 DRAWING: CM0046AA REFERENCE: AA0015 DRAWN BY: BA		SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE: A3	SHEET 84

PS 617320S

PLAN OF SUBDIVISION

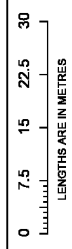
SEE SHEET 82

SEE SHEET 80



SEE SHEET 86

ORIGINAL SHEET SIZE: A3



SCALE 1:750

SEE SHEET 88

MANDALAY
 LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 19/08/22 REFERENCE: AA0015
 DRAWING: CM0048AA DRAWN BY: BA

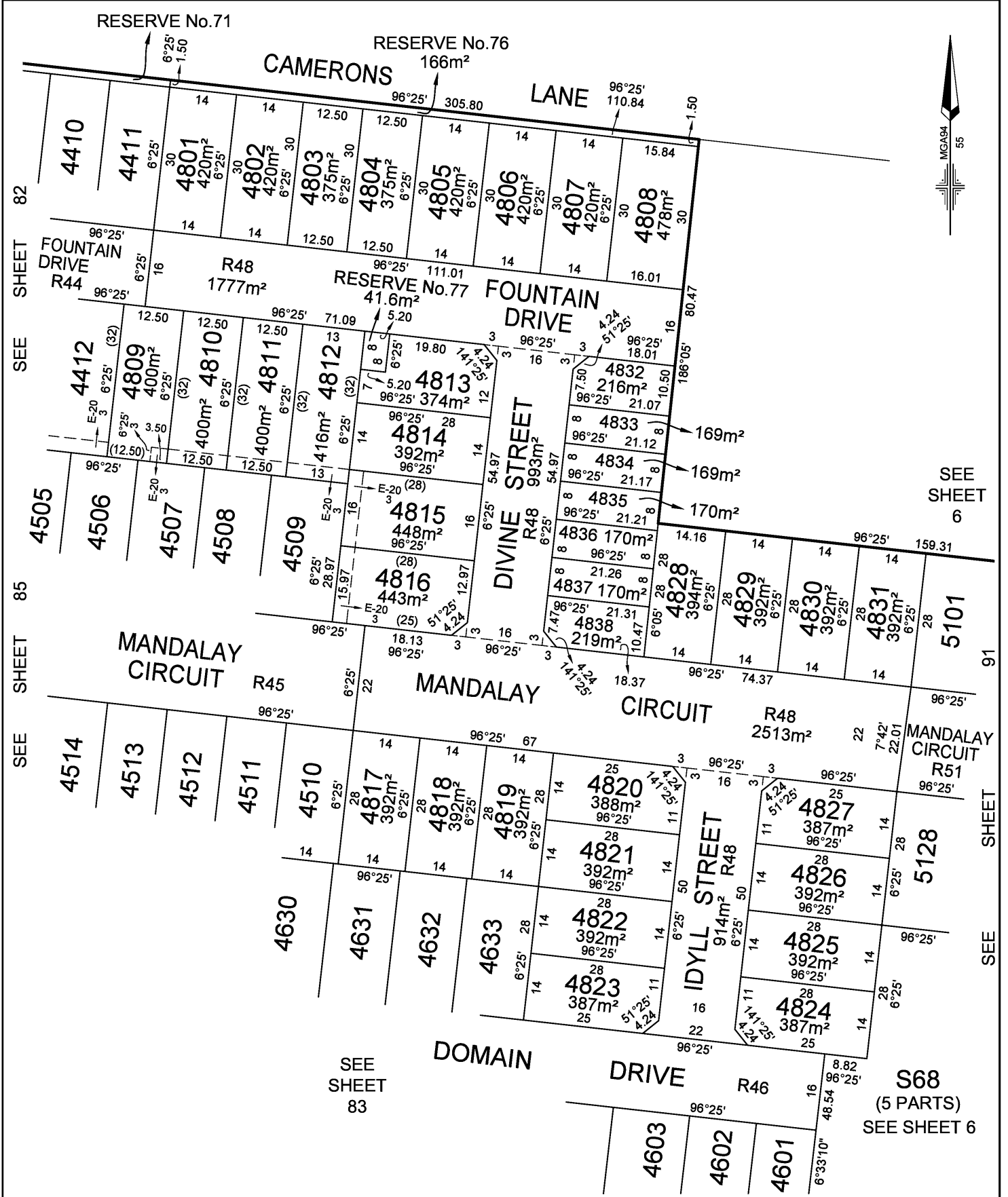
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SHEET 85

PLAN OF SUBDIVISION

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MANDALAY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23 REFERENCE: AA0015
 DRAWING: CM0056AA DRAWN BY: BA

SCALE: 1:750

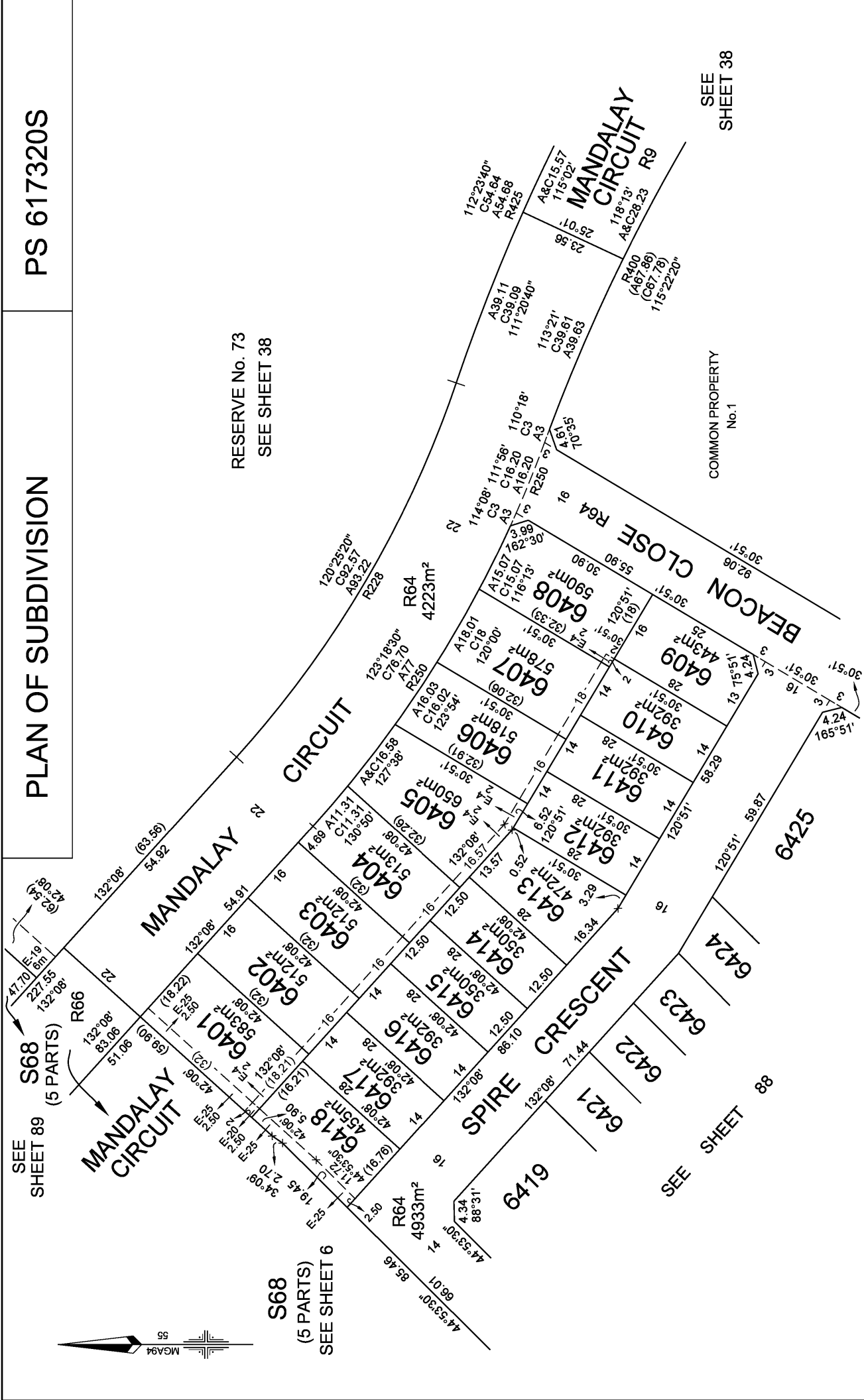
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3
 SHEET 86

S68
 (5 PARTS)
 SEE SHEET 6

PS 617320S

PLAN OF SUBDIVISION



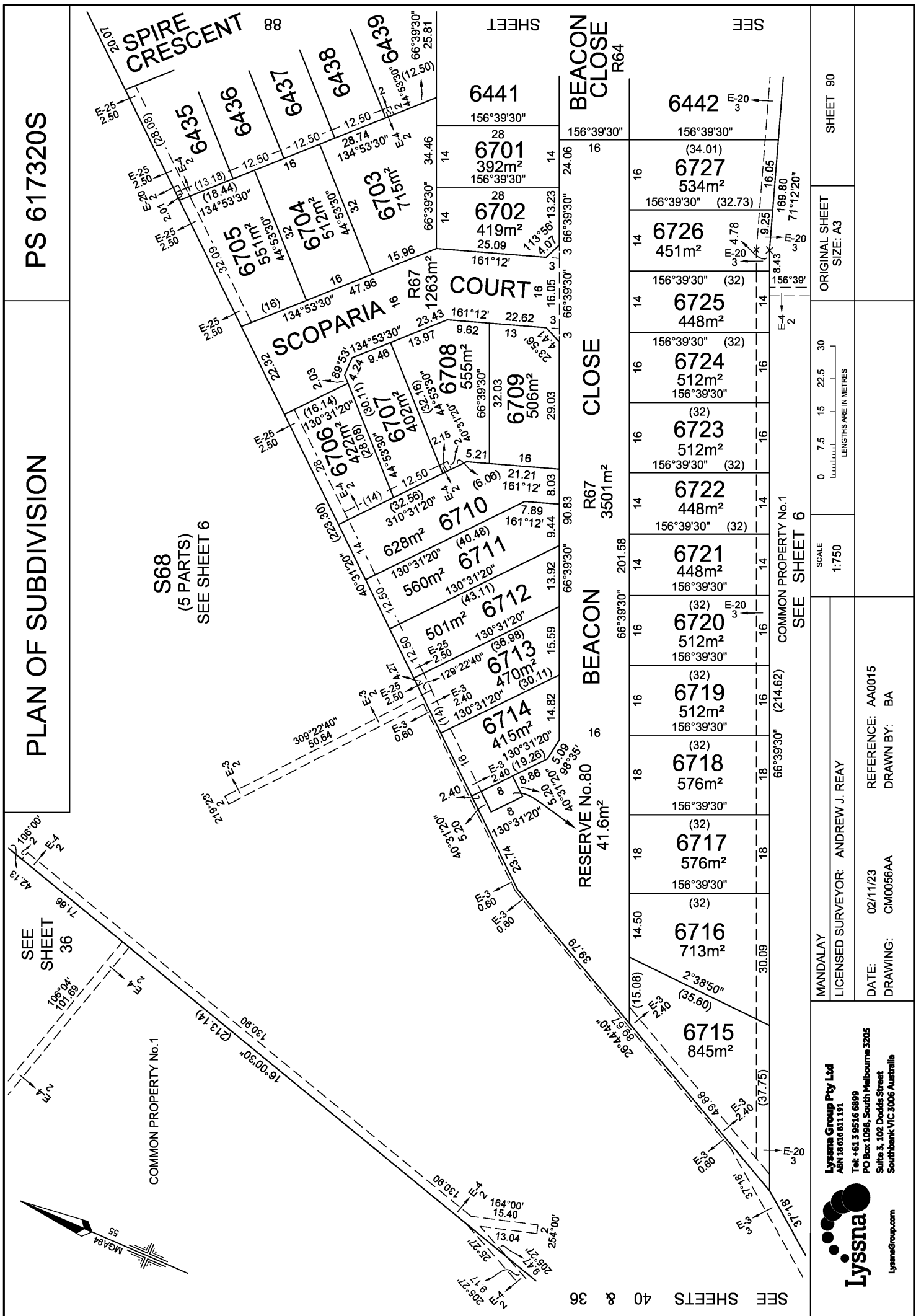
RESERVE No. 73
SEE SHEET 38

SEE SHEET 38

COMMON PROPERTY
No.1

<p>Lyssna LyssnaGroup.com</p>	<p>MANDALAY LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 87</p>
	<p>DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>	<p>SEE SHEET 89 (5 PARTS) S68</p>

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PLAN OF SUBDIVISION

S68
(5 PARTS)
SEE SHEET 6

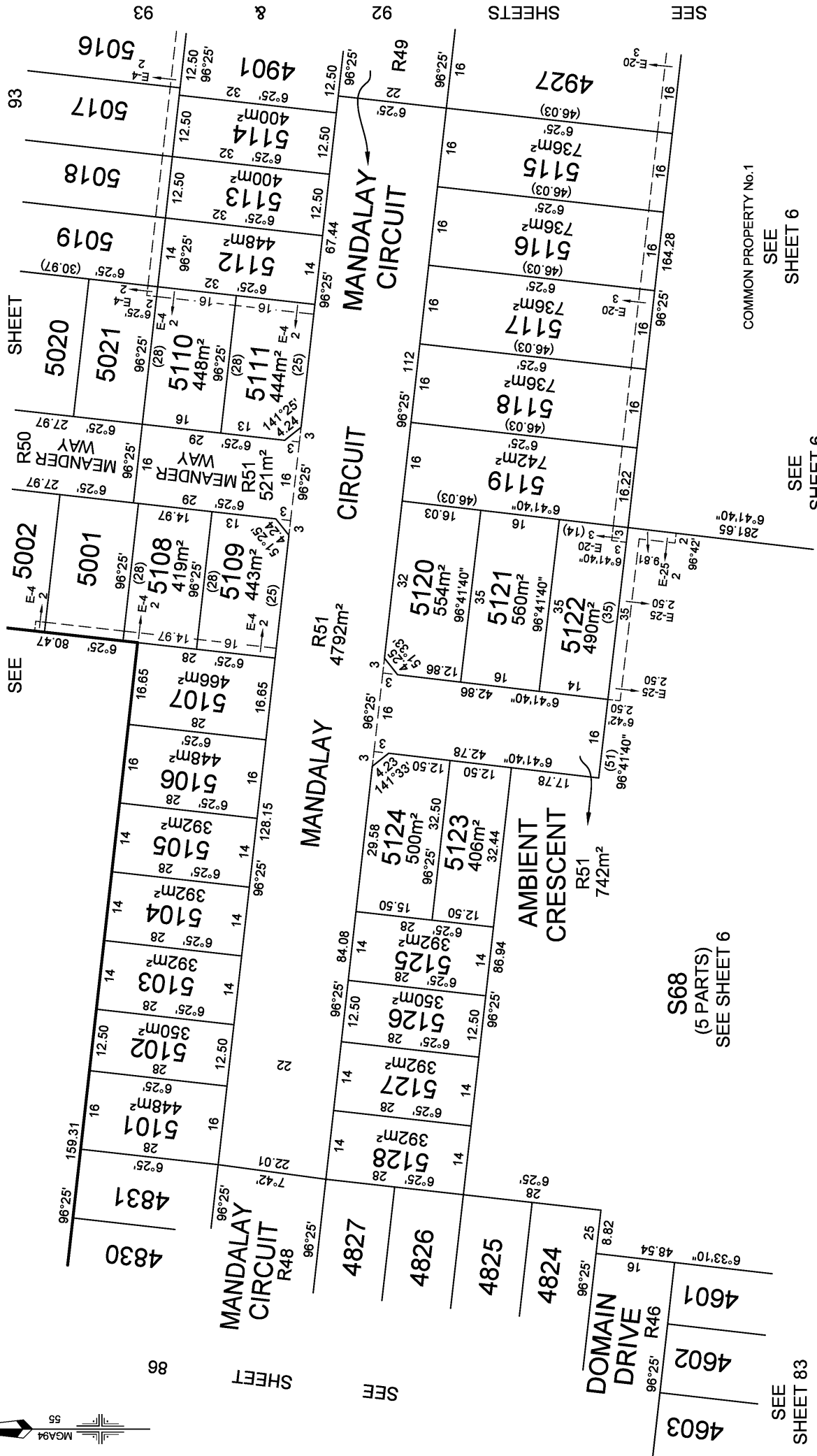
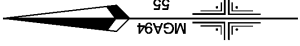
COMMON PROPERTY No.1

SEE SHEETS 40 & 36

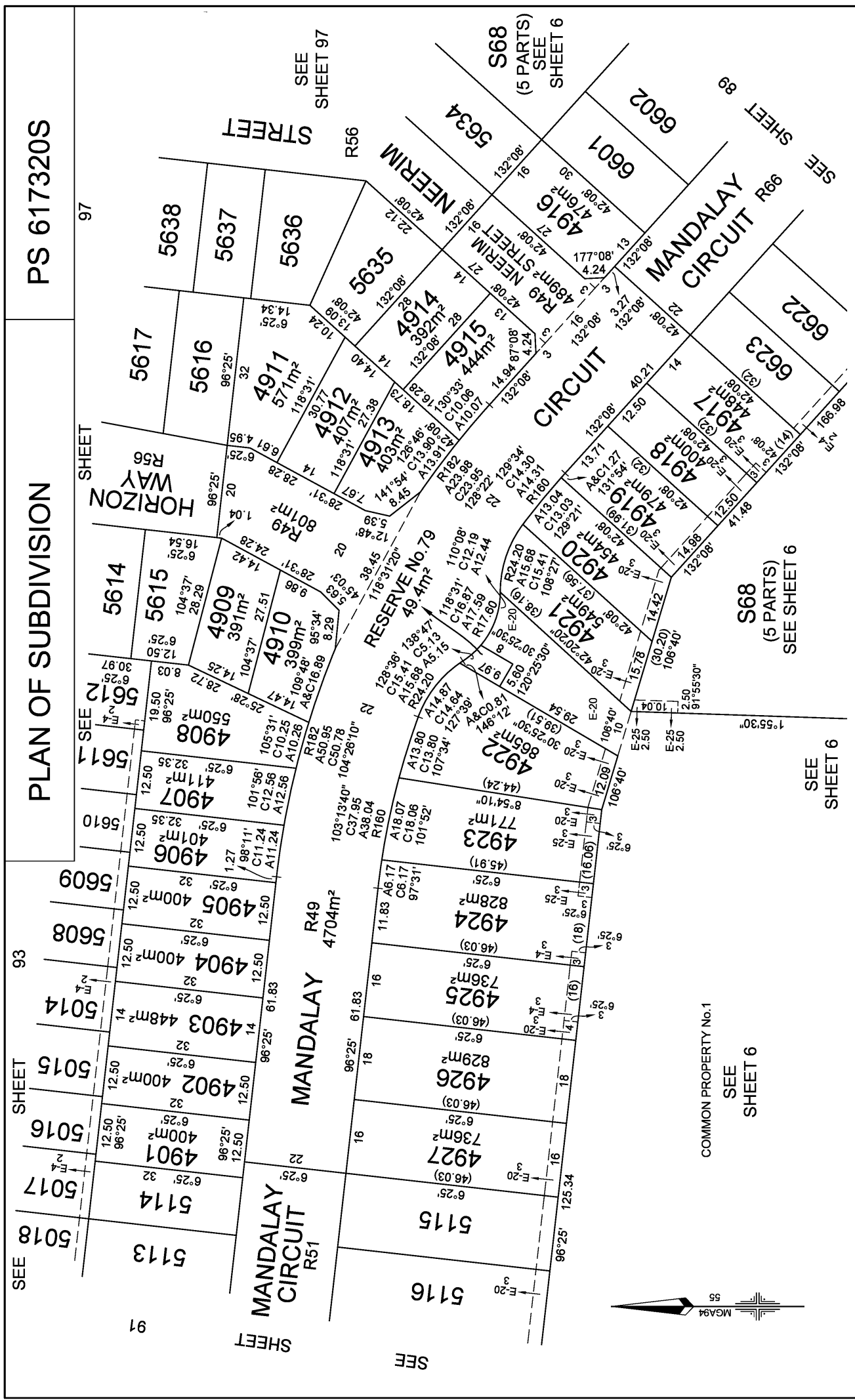
MANDALAY		SCALE	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 90
LICENSED SURVEYOR: ANDREW J. REAY		1:750			
DATE: 02/11/23		COMMON PROPERTY No.1 SEE SHEET 6			
DRAWING: CM0056AA		REFERENCE: AA0015 DRAWN BY: BA			
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PLAN OF SUBDIVISION



<p>Lyssna Group Pty Ltd ABN 18 616 611 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	<p>MANDALAY LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 91</p>
	<p>DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>LENGTHS ARE IN METRES</p>	<p>SEE SHEET 6</p>



PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 93

SEE SHEET 97

SEE SHEET 91

SEE SHEET 98

SEE SHEET 99

<p>Lyssna Group Pty Ltd ABN 18 616 811 151 Tel: +61 3 9516 6899 PO Box 1096, South Melbourne 3205 Suite 3, 102 Dodd Street Southbank VIC 3006 Australia</p>	<p>MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 92</p>
	<p>LENGTHS ARE IN METRES</p> <p>0 7.5 15 22.5 30</p>				

PLAN OF SUBDIVISION

PS 617320S

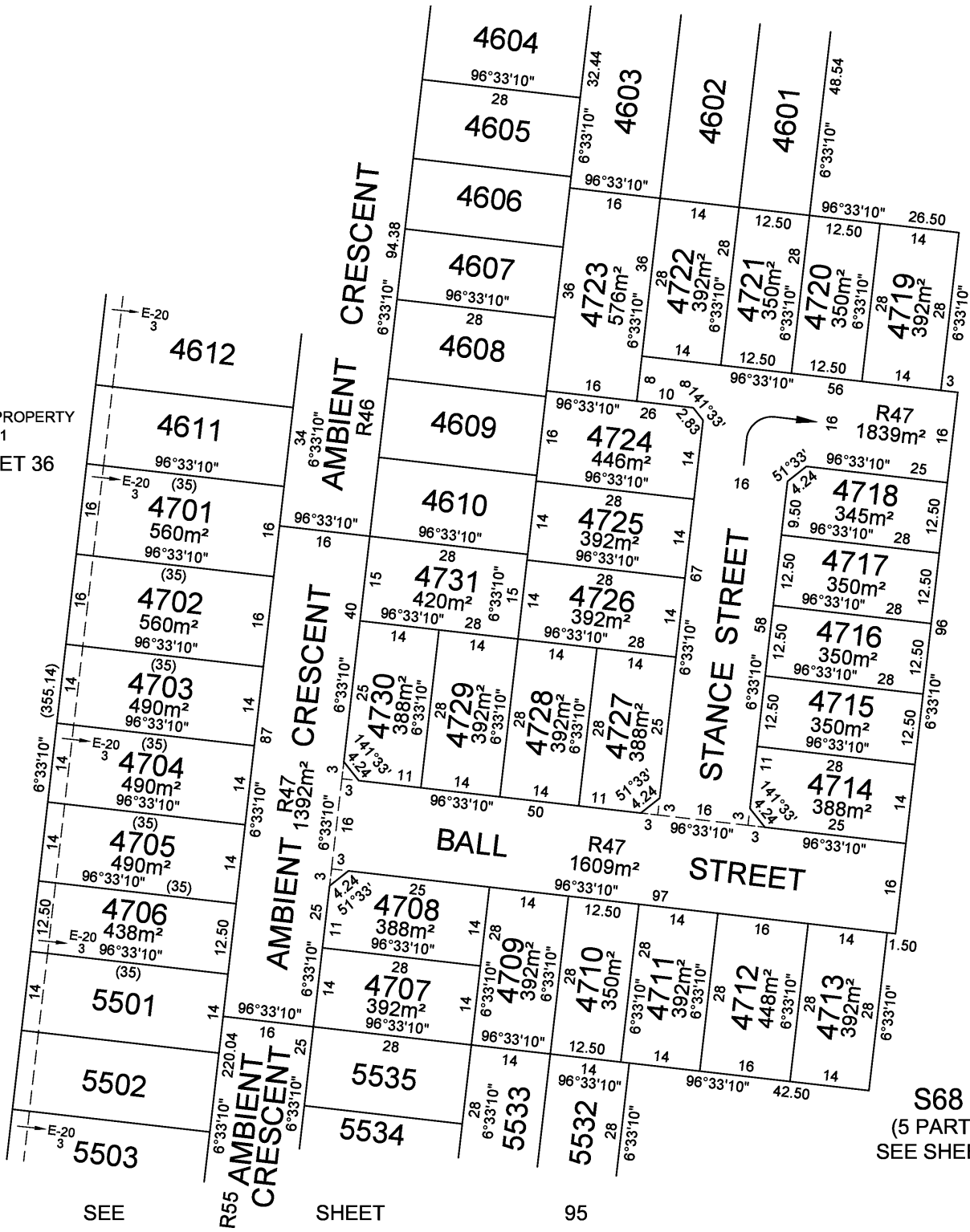
SEE

SHEET

83



COMMON PROPERTY
No.1
SEE SHEET 36



SEE

SHEET

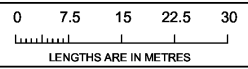
95

S68
(5 PARTS)
SEE SHEET 6

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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Southbank VIC 3006 Australia

DATE: 02/11/23
DRAWING: CM0056AA

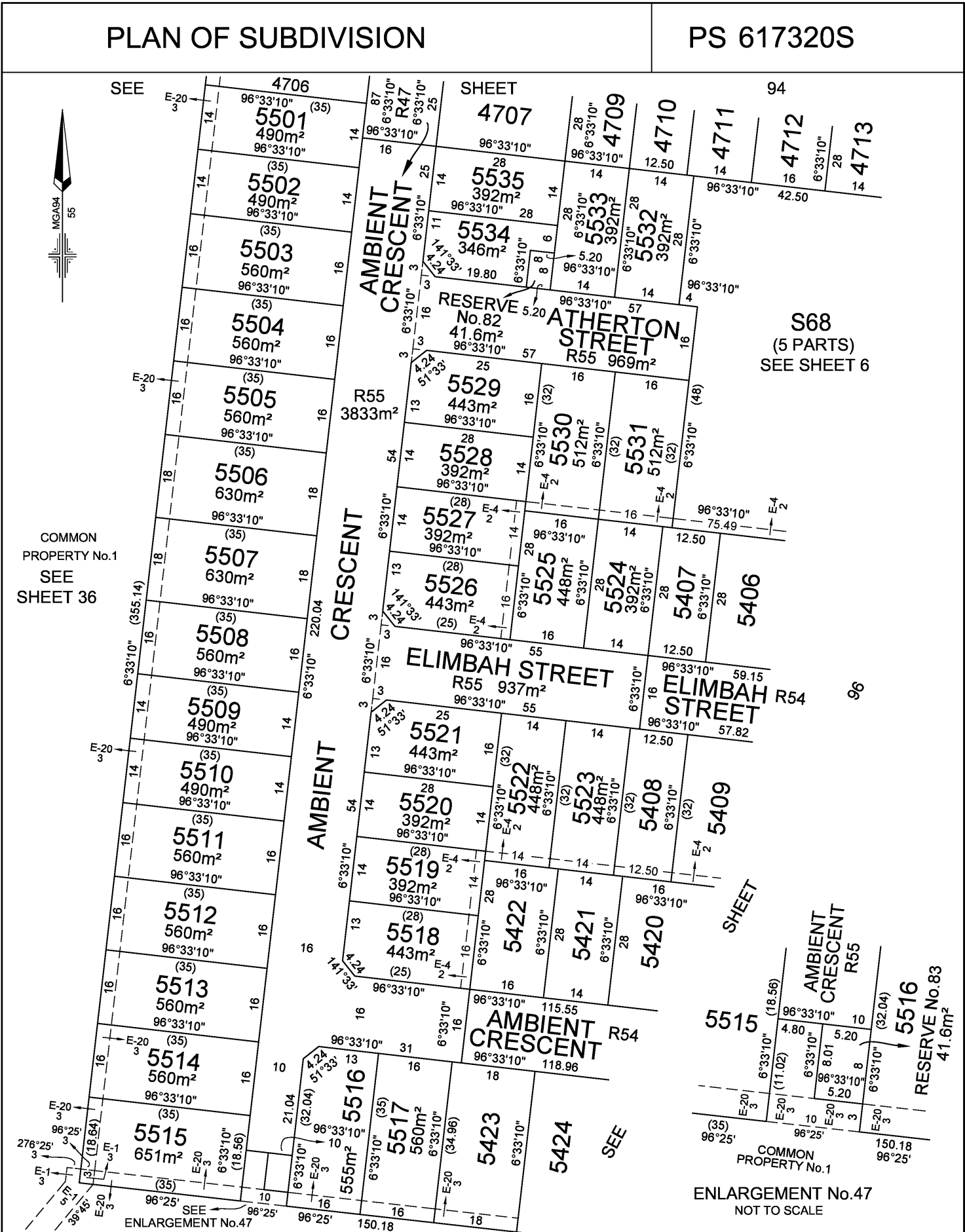
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 94

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PLAN OF SUBDIVISION


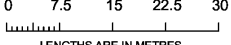
PS 617320S



COMMON
PROPERTY No.1
SEE
SHEET 36

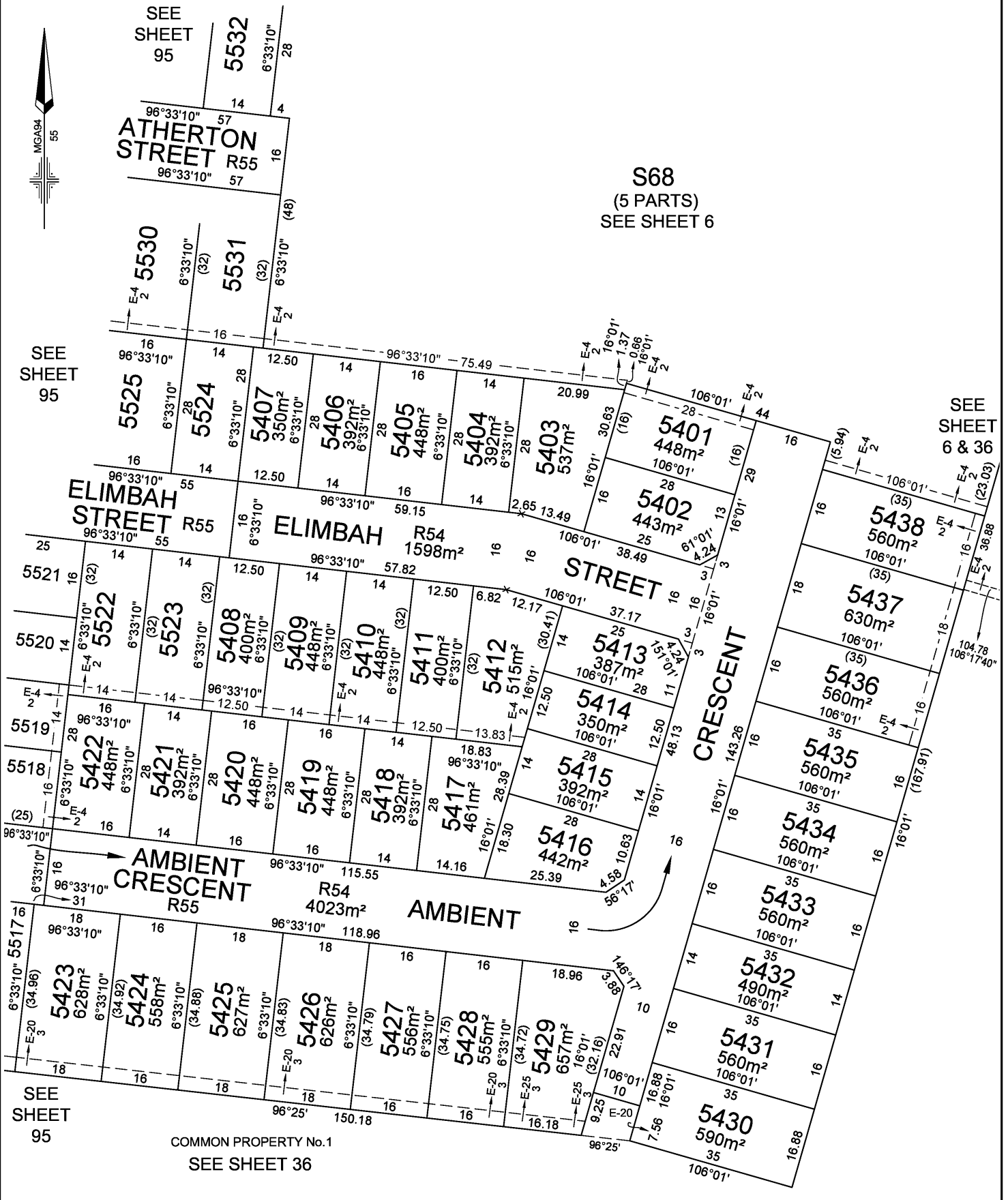
S68
(5 PARTS)
SEE SHEET 6


ENLARGEMENT No.47
NOT TO SCALE

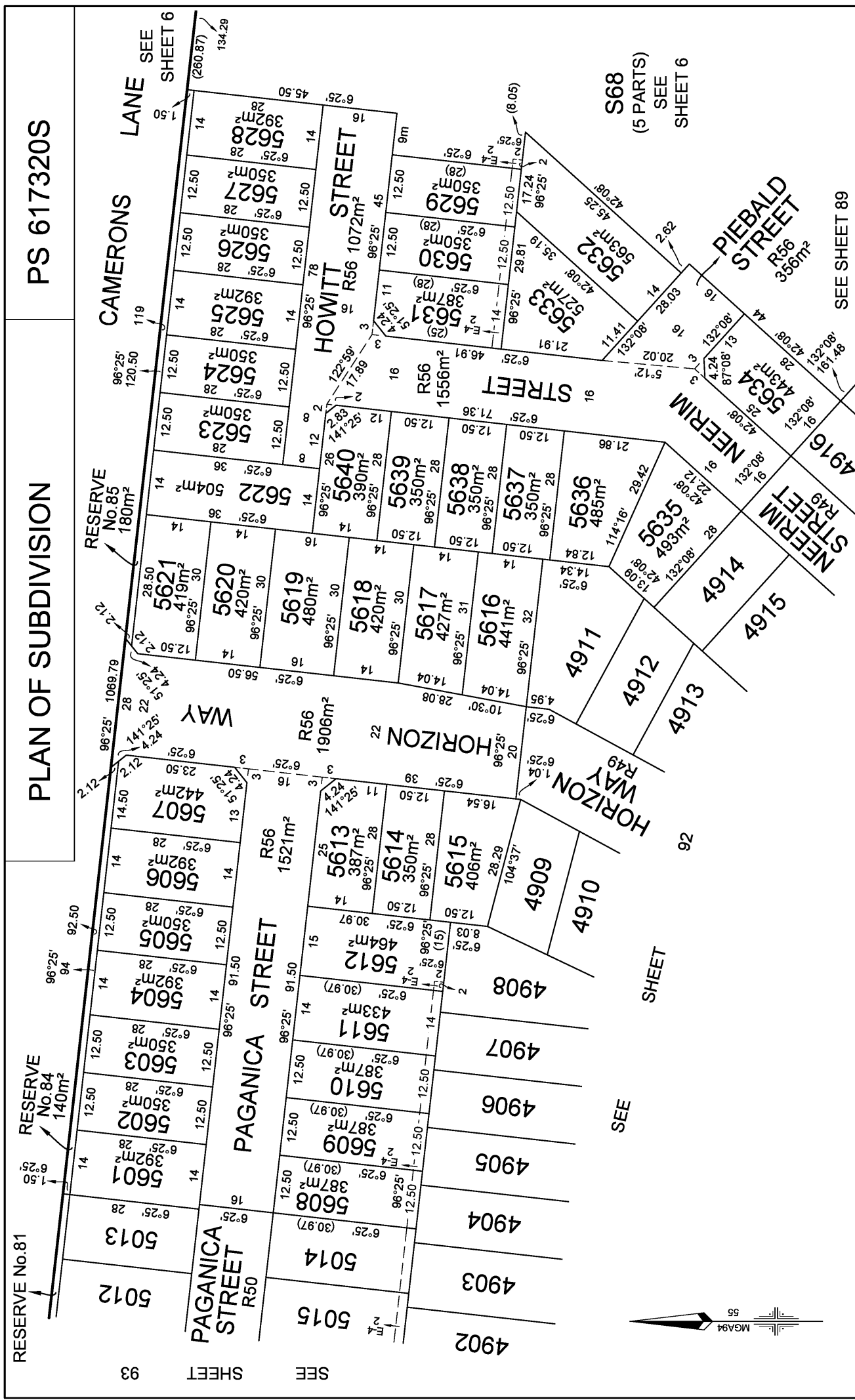
 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	 <p>0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>
	DATE: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 95	

PLAN OF SUBDIVISION

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	<p>DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 96</p>	



PLAN OF SUBDIVISION

PS 617320S

	RESERVE No.81 140m ²	RESERVE No.84 140m ²	RESERVE No.85 180m ²
	RESERVE No.86 140m ²	RESERVE No.87 140m ²	RESERVE No.88 180m ²
RESERVE No.89 140m ²	RESERVE No.90 140m ²	RESERVE No.91 180m ²	RESERVE No.92 180m ²
RESERVE No.93 140m ²	RESERVE No.94 140m ²	RESERVE No.95 180m ²	RESERVE No.96 180m ²
RESERVE No.97 140m ²	RESERVE No.98 140m ²	RESERVE No.99 180m ²	RESERVE No.100 180m ²

MANDALAY	SCALE	ORIGINAL SHEET	SHEET 97
LICENSED SURVEYOR: ANDREW J. REAY	1:750	SIZE: A3	

DATE: 02/11/23	REFERENCE: AA0015
DRAWING: CM0056AA	DRAWN BY: BA

Lyssna Group Pty Ltd
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

CREATION OF RESTRICTION "A81"

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

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

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

DESCRIPTION OF RESTRICTION

1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:
 - (a) build or allow to be built any improvement on any lot:
 - (i) that is not in accordance with the Mandalay Design and Siting Guidelines and Restrictions unless otherwise approved by Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverly, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and
 - (ii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Design and Siting Guidelines and Restrictions;
 - (iii) that is not in accordance with the plans endorsed under Planning Permit P307070 / 12 , unless otherwise agreed to in writing by Responsible Authority;
 - (b) build or allow to be built more than one (1) dwelling on a lot;
 - (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;
 - (d) replace any fence on or near the boundary unless the replacement fence is:
 - (i) of a comparable type and colour to the fence which it replaces; and
 - (ii) is constructed of the same or similar materials as the fence in which it replaces;
 - (e) use any portable water for irrigation of any landscaping on a lot;
 - (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot is being sold by Beveridge Land Pty Ltd; and
 - (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.
 - (h) subdivide the lot
2. This restriction will cease to have effect in relation to a burdened lot 10 years after the date of registration of the stage on this Plan that creates the burdened lot.

0802s.05.dwg PH/AA



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL
SCALE

SHEET 98

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF **0802s**

VERSION **K**

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

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

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

continued

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



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DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 99

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1" CONTINUED

1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:
 - (a) build or allow to be built any improvement on any lot:
 - (i) other than in accordance with the restrictions contained in Memorandum of Common Provisions registered in application No. (noted in the above table) which are incorporated into this plan;
 - (ii) that is not in accordance with the Mandalay Design and Siting Guidelines and Restrictions unless otherwise approved by the Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverley, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and
 - (iii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Design and Siting Guidelines and Restrictions;
 - (b) build or allow to be built more than one (1) dwelling on a lot;
 - (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;
 - (d) replace any fence on or near the boundary of a lot unless the replacement fence is:
 - (i) of a comparable type and colour to the fence which it replaces; and
 - (ii) is constructed of the same or similar materials as the fence which it replaces;
 - (e) use any potable water for irrigation of any landscaping on a lot;
 - (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd, and
 - (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.
2. The restriction will cease to have effect in relation to a burdened lot 10 years after the date of registration of the stage on this Plan that created the burdened lot.

MANDALAY



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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 100

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

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

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

DESCRIPTION OF RESTRICTION

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

- (a) build or allow to be built any improvement on any lot:
 - (i) other than in accordance with the restrictions contained in Memorandum of Common Provisions registered in application No. (noted in the above table) which are incorporated into this plan.
 - (ii) that is not in accordance with the Mandalay Medium Density Design and Siting Guidelines and Restrictions unless otherwise approved by the Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverley, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and
 - (iii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Medium Density Design and Siting Guidelines and Restrictions;
- (b) build or allow to be built more than one (1) dwelling on a lot;
- (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;
- (d) replace any fence on or near the boundary of a lot unless the replacement fence is:
 - (i) of a comparable type and colour to the fence which it replaces; and
 - (ii) is constructed of the same or similar materials as the fence which it replaces
- (e) use any potable water for irrigation of any landscaping on a lot;
- (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd, and
- (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.

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

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 101

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "B"

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

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

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

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

MANDALAY



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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23 REFERENCE: AA0015
 DRAWING: CM0056AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 102

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

From www.planning.vic.gov.au at 10 September 2024 09:07 AM

PROPERTY DETAILS

Address: **2 LUCKNOW DRIVE BEVERIDGE 3753**
 Lot and Plan Number: **Lot 3726 PS617320**
 Standard Parcel Identifier (SPI): **3726\PS617320**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **123713**
 Planning Scheme: **Mitchell**
 Directory Reference: **Melway 667 C11**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



CDZ - Comprehensive Development

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

Planning Overlays

No planning overlay found

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 4 September 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

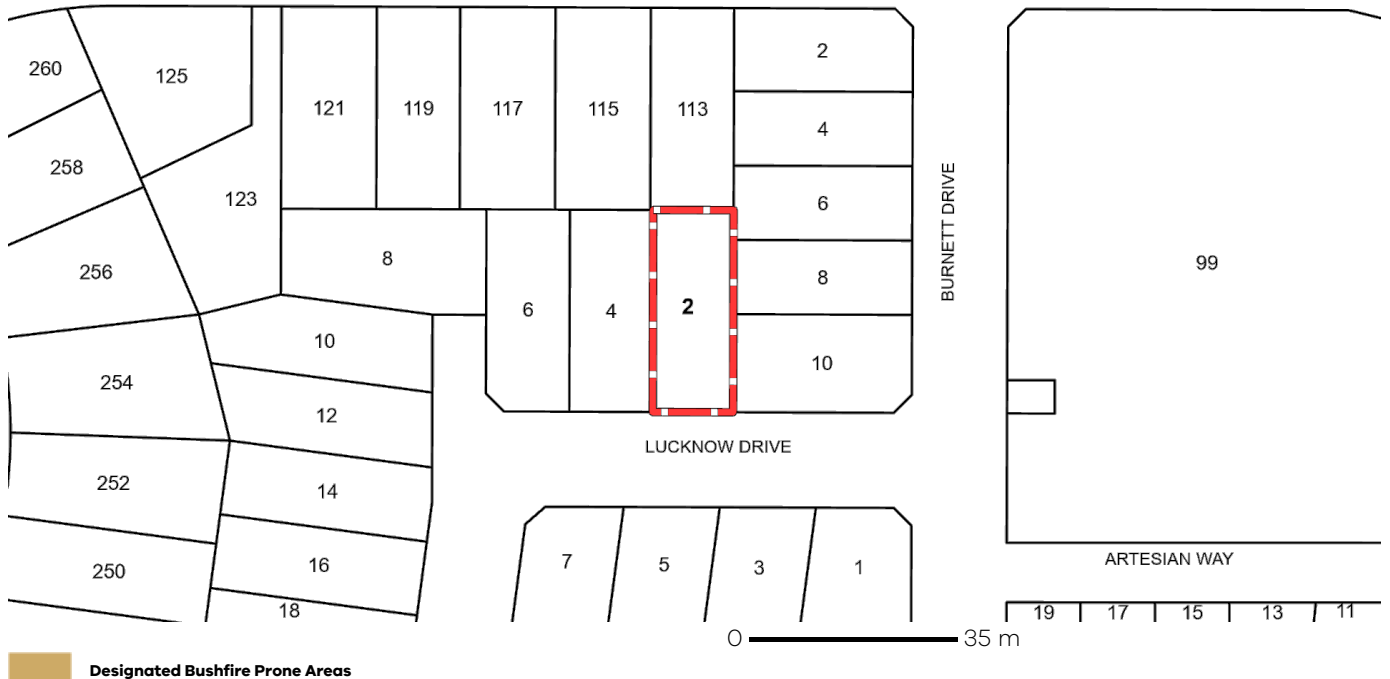
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



Valuations, Rates and Charges

1 July 2024 to 30 June 2025



R J Frost & J S Wilson
 2 Lucknow Drive
 BEVERIDGE VIC 3753

025
 R0_143380

Issue Date
 26 July 2024

Property Number
 123713

Overdue Pay Now
 \$0.00

Property 2 Lucknow Drive, BEVERIDGE VIC 3753 Lot 3726 PS 617320 Vol 11992 Fol 313			
Site Value	\$315,000	Market Level Date	01/01/2024
Net Annual Value	\$31,850	Valuation Effective Date	01/07/2024
Capital Improved Value (CIV)	\$637,000		
COUNCIL: Rates and Charges 2024/2025			
Standard Garbage Charge	1 x \$544.00		\$544.00
Gen Rate - General Land	\$637,000 x 0.00233444		\$1,487.00
Municipal Charge	1 x \$199.35		\$199.35
Total Council Rates and Charges 2024/2025			\$2,230.35
STATE GOVERNMENT: Fire Services Property Levy 2024/2025			
AVPCC: 110 - Detached Dwelling			
Fire Service Levy Residential Fixed	1 x \$132		\$132.00
Fire Service Levy Residential Variable	\$637,000 x 0.000087		\$55.40
Total State Government Fire Services Property Levy 2024/2025			\$187.40
Payments received after 22/07/2024 have not been deducted from the amount due on this notice.			

Instalment 1
Due 30/09/2024
 \$605.75

Instalment 2
Due 30/11/2024
 \$604.00

Instalment 3
Due 28/02/2025
 \$604.00

Instalment 4
Due 31/05/2025
 \$604.00

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

Total Amount Payable \$2,417.75

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

BPAY Biller Code: 93807
 Ref: 1237130

BPOINT Biller Code: 93807
 Ref#: 1237130
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT

Post Billpay Billpay Code: 9190
 Ref: 1237 1379

BPAYVIEW View and pay this bill using internet banking
 BPayView Registration No.: 1237130

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

Our kerbside collection service is changing in March 2025 with the introduction of a Food and Garden Organics bin and a Glass recycling bin. Find out what this means for you at www.mitchellshire.vic.gov.au/bins

*71 190 123713 79

Receive your rates notice via email
 Register now at mitchellshire.enotices.com.au with eNotices reference number
DE7F2F4C0G

Resource Recovery Centre Vouchers 2024/25 see back.

HOW IS MY RATE CHARGE CALCULATED?

Each year when we set the budget, we set what's called a rate in the dollar. We have a number of different rating categories including general, rural, commercial, industrial and vacant land.

We use the Capital Improved Value (CIV) of your property which is determined by an independent valuer. This is multiplied by the rate in the dollar to determine your general rate charge.

Your rates notice also includes a municipal charge and, for properties with access to a kerbside collection service, a garbage charge.



Information about our rating categories and other charges set by Council can be found in Council's Budget and Revenue and Rating Plan, available on our website. A list of the rating categories and their respective rates in the dollar in use by Council is shown below.

Rating Category	Rate multiplied by CIV	Equivalent charge*
General Rate	0.00233444	\$1,487.04
Vacant Land - Residential	0.00466888	\$2,974.08
Vacant Land - Commercial/Industrial	0.00583610	\$3,717.60
Rural Agricultural (40ha to 100ha)	0.00210100	\$1,338.34
Rural Agricultural (>100ha)	0.00186755	\$1,189.63
Subdivisional Land	0.00560266	\$3,568.89

*These charges are shown for comparative purposes only. Many factors are considered to determine the rating classification and valuation of your property. Any changes in these considerations may result in either your classification and/or valuation changing. The rounding used in the table above may differ from that on the front of your notice.

HAS COUNCIL MET THE RATE CAP?

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipality
- The application of any differential rate by Council
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap

I'M A PENSIONER. CAN I GET A CONCESSION ON MY RATES?

If you hold a current Pensioner Concession Card or Veteran Affairs Gold Card (War Widow or TPI) you may be eligible for a rebate on your main residence. Health Care Card holders are not eligible for a rebate.

NEED TO CHANGE YOUR ADDRESS?

You need to let us know in writing if you have changed your postal address. A formal Notice of Acquisition is required for any ownership changes.

CAN I SET UP A PAYMENT PLAN FOR MY RATES?

Payment plans are available for your rates and charges if you are unable to provide payment of the four instalments by the due dates. Please contact Council as soon as possible to discuss your situation and set up a payment plan to avoid extra costs. Interest is charged at 10% pa on any overdue amounts until they are paid in full or have a formalised payment plan in place. We may refer overdue balances that don't have an up to date payment plan to a debt collection agency and begin legal action for recovery. This may result in legal costs being added to your account.

You can also make an early payment, schedule payments throughout the year or apply for a Direct Debit. As long as you have a \$0 balance when each instalment payment is due, you won't be charged interest.

The *Local Government Act 1989* permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

WHAT IF I THINK MY PROPERTY IS VALUED INCORRECTLY?

Under the *Valuation of Land Act 1960*, you need to lodge an objection within two months of the date of issue of this notice. Objections can be submitted online or in writing. Please contact us to discuss the objection method that will work best for you. Please ensure you pay your rates and charges on your rates notice to avoid penalty interest. If your property value is lowered as a result of the objection, we will credit any difference.

WHAT IF I THINK MY PROPERTY CATEGORY IS WRONG?

If you think your property category is incorrect, please contact us. We will review your property type and let you know the outcome. If you believe this is still incorrect, you have rights under section 183 of the *Local Government Act 1989* and can apply to VCAT to review the decision. You have 60 days from when you receive this notice to make an application with VCAT.

CAN I DISPUTE MY RATES?

If you believe the property in this assessment is not rateable, that the rate or charge was calculated incorrectly or that you are not the person liable for the payment of rates and charges please contact us. We will review your account and make a determination. If you believe this is still incorrect, you have rights under section 184 of the *Local Government Act 1989* and can appeal to the County Court to request a review. This must be done within 60 days of this rates notice being issued.

CAN I APPEAL THE FIRE SERVICES LEVY?

In some circumstances you can apply to waive or defer the Fire Services Property Levy. For more information please contact the State Revenue Office or visit www.firelevy.vic.gov.au.

HOW ARE MY PAYMENTS ALLOCATED TO MY RATES?

All payments are allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

HOW CAN I PAY?

Direct Debit	BPOINT: Phone / Internet	BPay / BPAYView	POST BillPay	Mail	In Person
Complete an application form to set up a direct debit arrangement by 4 quarterly instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: www.mitchellshire.vic.gov.au/pay-my-rates	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	In Store: Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). Phone: 131 816 Online: auspost.com.au/postbillpay	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: Mitchell Shire Council 113 High Street BROADFORD VIC 3658	Broadford: 113 High Street Seymour: 125 Anzac Avenue Kilmore: 12 Sydney Street Wallan: Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.

Resource Recovery Centre Vouchers 2024/25

Your vouchers can be used for green waste, hard waste, or general waste. To redeem your vouchers bring a copy of the QR code (hard copy or photo on your phone), along with photo ID or your current rates notice to one of our Resource Recovery Centres in Broadford, Pyalong, Seymour and Wallan.

Each time you scan, you will redeem \$40 in value. The vouchers are valid until 30 September 2025. Any unspent voucher value is not redeemable, and cannot be exchanged for cash or credit.

QR codes are only provided on the annual notice and are not on instalment notices.

Scan QR Code to redeem your voucher.

\$40 per scan
Maximum 5 scans
USE BY:
30 Sept 2025



Your quarterly bill



MS J WILSON & MR R FROST
11 MCCARTHY CT
WALLAN VIC 3756

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	37 8187 0630
Invoice number	3782 4579 86402
Issue date	21 Jun 2024
Property address	2 LUCKNOW DR BEVERIDGE
Property reference	5192545, PS 617320
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

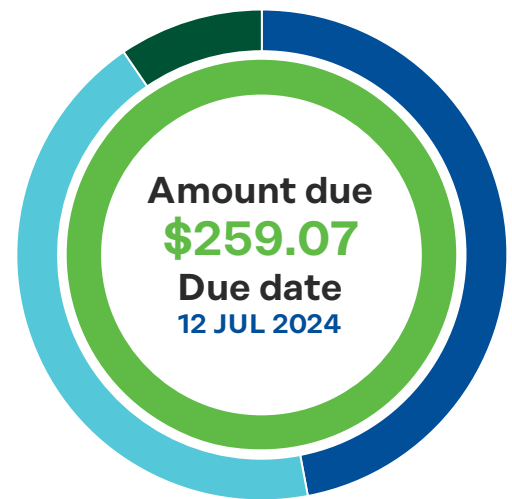
Summary

Previous bill	\$278.43
Payment received thank you	-\$278.43
Balance carried forward	\$0.00
This bill	
Usage charges	\$145.19
Service charges	
Water supply system	\$20.03
Sewerage system	\$114.47
Other authority charges	
Waterways and drainage	\$29.38
Adjustments	
Rebate - water turned off without notification 15 Feb 24	-\$50.00
Total this bill (GST does not apply)	\$259.07
Total balance	\$259.07



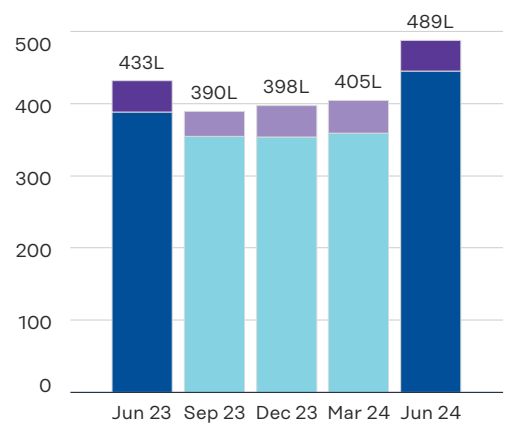
Recycled water is available.

It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



Your household's daily water use

Target 150L of water use per person, per day.

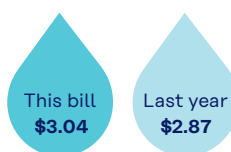


Average use in litres per day

■ Water ■ Recycled water

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **378157143**



BPAY®

Bill code: **344366**
Ref: **378 1870 6308**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **3782 4579 86402**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 378245798640 2

MS J WILSON & MR R FROST

Account number	37 8187 0630
Invoice number	3782 4579 86402
Total due	\$259.07
Due date	12 Jul 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD18096 (Recycled Water)	144kL -	140kL =	4kL
From 21 Mar 2024 - 21 Jun 2024			(92 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	4.000kL x	\$1.8871 =	\$7.55
Total	4.000kL		\$7.55

Meter number	Current reading	Previous reading	Usage
YATD078415	632kL -	591kL =	41kL
From 21 Mar 2024 - 21 Jun 2024			(92 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	40.480kL x	\$3.3438 =	\$135.36
STEP 2 (441-880 litres per day)	0.520kL x	\$4.3873 =	\$2.28
Total	41.000kL		\$137.64
Total usage charges			\$145.19

Your charges explained

- **Recycled water usage charge**
21 March 2024 - 21 June 2024
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
21 March 2024 - 21 June 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 April 2024 - 30 June 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2024 - 30 June 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 April 2024 - 30 June 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 16-23 Sep 2024

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au

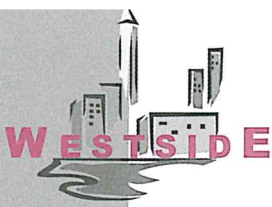
Using recycled water safely

Recycled water is great for watering gardens, washing clothes and flushing toilets, but it's not for drinking, preparing food or bathing.

It's important to check your connection annually, to make sure your recycled water isn't connected to your drinking water supply.

- 📍 For more information including how to check your connection, visit yvw.com.au/recycledwater





FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property details No: 2 Lot: 3726 Lucknow Drive Beveridge 3753
PS 617320S Vol 11992 Folio 313
Municipal District Mitchell Shire of
Building Permit Details Building Permit No. 2961418/0
Version of BCA applicable to Permit Volume Two
Building Details
Building to which permit applies Construction of Dwelling and garage
Stages of Work Permitted As shown on the project plans
Permitted use Residential
Part of Building to which permit applies All parts
Maximum permissible floor live load 1.5 kPa
Maximum number of people accommodated

Prescribed Reporting Authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed Reporting Authorities	Matter Reported On	Regulation
Mitchell Shire Council	Stormwater Drainage	133

Conditions to which this permit is subject

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation

Occupancy Permit No. 2961418/0
Date of issue Tuesday, 5 March 2019
Date of final inspection 1/03/2019

RELEVANT BUILDING SURVEYOR

James Reardon

Signature: 

Registration No: BSU17998

Occupancy Permit no 2961418/0



WEST SIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432

Fax: 9741 3461

Unit 1/49-55 Riverside Avenue
Werribee 3030

Inspection Records

Pier Holes Inspection

Pre-Slab Inspection

Steel for Slab Inspection

Re-Framework Inspection

Re-Final Inspection

Approval Date:

20/09/2018

3/10/2018

5/10/2018

25/10/2018

1/03/2019

RELEVANT BUILDING SURVEYOR

James Reardon

Signature:

Registration No: BSU17998

Occupancy Permit no 2961418/0

Page 2 of 2

* BUILDING PERMITS

* BUILDING DEVELOPMENT CONSULTANTS
Email: permits@westsidesurveying.com.au

* BUILDING INSPECTIONS

Domestic Building Insurance

Letter of Eligibility

Builder:	CONSTRUCT ALMPTY LTD
Builder Address:	20 KEILOR PARK DRIVE KEILOR PARK VIC 3042
Builder Account Number:	020485
ABN:	37817146811
ACN:	617146811
Registered Building Practitioner Name/Number:	Anthony John Caruana / DB-U 32878

Maximum Eligible Insured Total Value of Residential Construction:

\$31,000,000

Type of Cover: Domestic Building insurance with additional cover if the Builder fails to comply with a Tribunal or Court Order *

Approved State of VIC risk:

Date issued: 17/01/2018

Maximum Contract Value of Any One Residential Job

Construction Category	Construction Category Limit
C01: New Single Dwelling Construction	\$ 600,000
C03: New Multi-Dwelling Construction	\$ 1,400,000
C04: Alterations/Additions/Renovations - Structural	\$ 600,000
C05: Refurbishment - Non Structural	\$ 50,000

QUESTIONS?

Please contact your DBI Distributor

DBI DISTRIBUTOR

HIA INSURANCE SERVICES PTY LTD

4 / 70 Jolimont Street

Jolimont VIC 3002

Phone: 1800 633 467

Email: au.hia@hish.com

www.hiainsurance.com.au

* A summary of the cover provided will be described in any certificate of insurance which may be issued, and will only provide cover for the homeowner and successors in title to the homeowner and not the Builder, and the cover and its limits are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Please note the following important conditions of eligibility:

1. This Letter of Eligibility cannot be used as evidence that domestic building insurance as required insurance under the Building Act 1993 (Vic) has been issued to cover any particular building work. Only a separate and original Certificate of Insurance issued by or on behalf of VMIA is evidence that domestic building insurance has been issued to cover particular building work.
2. The Builder's eligibility can be cancelled, suspended or modified at any time at the absolute discretion of VMIA and, if this occurs, the VMIA may be obliged to advise the relevant State authorities accordingly.
3. The Builder is not eligible to purchase insurance to cover works in excess of the maximum contract value's listed in this Letter of Eligibility and to apply to increase the maximum contract value's the Builder will have to submit a Domestic Building Insurance Application to Review Eligibility.
4. The Builder acknowledges and agrees that any Certificate of Insurance issued by VMIA also provides cover to the homeowner if the Builder fails to comply with a Tribunal or Court Order.

**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

P: 03 9509 3144

E: theknight@theknight.com.au

DYMOND COWAN P/L
ABN 20 007 112 816

P.O. Box 678

MALVERN VIC 3144

www.theknight.com.au

T/A THE KNIGHT

Date: 06/09/2024

Invoice No. 24975

Our ref: 617320S/3726

Your ref:

Victorian Real Estate Conveyancing Pty Ltd
183 Mt Alexander Road
FLEMINGTON VIC 3031
AUSTRALIA

<i>Date</i>	<i>Details</i>	<i>No. Items</i>	<i>Amount \$</i>	<i>GST \$</i>	<i>Total \$</i>
06/09/2024	Certificate in 2 business days	1	\$283.33	\$28.33	\$311.66
	Invoice Totals		\$283.33	\$28.33	\$311.66

Paid in full to THE KNIGHT

Plan Number: 617320S

Lot Number: 3726


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	
Bill Code: 96503	
Reference Number: 2662 1049 1103 2665 2	

	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number	
Reference Number: 2662 1049 1103 2665 2	
*Register at deft.com.au or by calling 1800 672 162.	
   	
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 10326652	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Vendor: J S Wilson & R J Frost

This certificate is issued for Lot 3726 on Plan Number 617320S the postal address of which is:

2 Lucknow Drive BEVERIDGE 3753 VIC

The current fees for Lot 3726 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	29/08/2024	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:

31/12/2024

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

\$398.75

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	46A918445BPK
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 ii 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: 6th, September 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 617320S
2 Lucknow Drive BEVERIDGE 3753 VIC
Lot Number: 3726

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 Ruttley
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 Holbrooke & 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
3932	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 Brecio & Mr M C Brecio	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/Bare 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)(i) 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)

Brooke Ruttley 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 (s126 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 Ruttley, 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 Ruttley 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)**

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 Mercouriou, MCPH Project Manager: peter.m@yef.org.au

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Owners Corporation Notification of Making Amendment or Revocation of Rules

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undt



used for the purpose of maintaining
publicly searchable registers and
indexes.

Section 142 Owners Corporations Act 2006

Lodged by

Name: Tisher Liner & Co.

Phone: 9602 4055

Address: 317 LaTrobe Street Melbourne 3000

Reference: JT/WL 09/0908

Customer Code: 1662T

Owners Corporation No. 1 Plan No. 617320S

Supplied with this notification is:

1. The consolidated copy of the Rules of the Owners Corporation currently in force.
2. The Special resolution passed on 15 October 2009 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the Rules of the Owners Corporation.

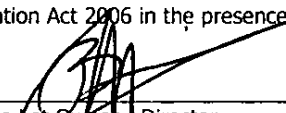
Date: 15 October, 2009

Signature of Applicant:

The Common Seal of Owners Corporation Number:

Plan Number: 617320S

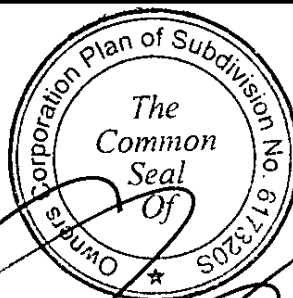
was affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:

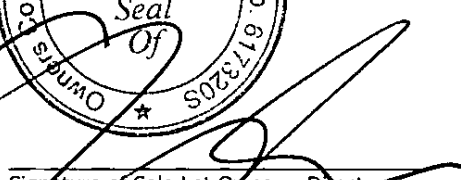

Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

Full Name: MARIO BIASIN

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3




Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

Full Name: GEORGE KLINE

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3

Order to Register

Please register and issue Certificate of Title to

Signed

Customer Code:

OCN

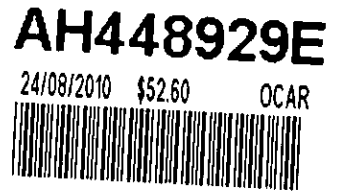
Page 1 of 1

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



1. INTERPRETATION

In these Rules and unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a document (including these Rules) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of these Rules, and a reference to these Rules includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **"includes"** in any form is not a word of limitation; and
- (j) a reference to **"\$"** or **"dollar"** is to Australian currency.

2. DEFINITIONS

In these Rules, unless the context otherwise requires, the following definitions apply:

Act means the *Owners Corporation Act 2006* as amended from time to time;

Building Envelope Plan means the plans which are attached to the Memoranda of Common Provisions which are referred to in the Plan of Subdivision and which show the Approved Building Envelopes (as that term is defined in Regulation 402 of the Building Regulations) and other related matters for Lots within the Plan of Subdivision;

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne;

Clubhouse means that part of the land in the Plan of Subdivision used or to be used as the clubhouse, together with associated facilities;

Committee means any committee of the Owners Corporation elected in accordance with section 100 of the Act. **Common Property** means any areas of common property on any stage of the Plan of Subdivision;

Design and Siting Guidelines and Restrictions means the Mandalay Design and Siting Guidelines and Restrictions dated, as amended from time;

Developer means Beveridge Land Pty Ltd ACN 115 838 661 as the original owner and developer of the Land;

Development means the development of the Land as an integrated residential community incorporating the Facilities;

Dual Frontage Lot means a Lot that does not directly abut the Golf Course whose Rear Boundary also abuts a Street or lane;

Facilities means facilities constructed on the Land by or on behalf of the Developer for use by Members and others, and includes the Clubhouse, Golf Course, tennis courts, swimming pool, gymnasium, parks and other facilities;

Golf Course means the Mandalay golf course situated on land within the Plan of Subdivision;

Golf Course Lot means a Lot which either:

- (a) abuts the Golf Course; or
- (b) is separated from the Golf Course only by a road or path;

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Land means the land and improvements contained in the Plan of Subdivision and includes all the Lots and the Common Property;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub-Lot and a Golf Course Lot;

Manager means the Owners Corporation Manager appointed from time to time by the Owners Corporation under section 119 of the Act;

Mandalay is the name of the Development;

Medium Density Lot means a Lot which is re-subdivided for medium density development or integrated housing and may include a Retirement Village Lot;

Member means a member of the Owners Corporation who is the owner of any Lot or a Sub-Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 PS617320S created by registration of a stage of the Plan of Subdivision;

Plan of Subdivision means Plan of Subdivision No. PS617320S and includes each and every stage of that plan;

Primary Frontage in the case of a Dual Frontage Lot means the boundary which the Building Envelope Plan, when read in conjunction with any Memorandum of Common Provisions referred to in any restriction affecting a Lot, indicates to be the Primary Frontage;



Rear Boundary means the boundary of a Lot that is, or the boundaries of a Lot that are, opposite its Primary Frontage and which connect the Side Boundaries of that Lot;

Regulations mean the *Owners Corporation Regulations 2007* as amended from time to time;

Retirement Village Lot means a Lot nominated by the Developer for use for retirement living;

Residence means one permanent non-transportable private residence;

Side Boundary means the boundary of a Lot that runs between and connects the Primary Frontage of a Lot to the Rear Boundary of a Lot;

Street means any road other than a lane, footway, alley or right of way; and

Sub-Lot means a lot created on an approved plan of re-subdivision of a Medium Density Lot.

3. MODEL RULES

The model rules prescribed by regulation 8 of the Regulations do not apply to the Owners Corporation.

4. DEVELOPMENT OF LOTS

4.1 Compliance with Restrictions on Title

Each Member of the Owners Corporation must comply with the terms of any:

- (a) agreement entered into pursuant to Section 173 of the *Planning and Environment Act 1987 (Vic)*; or
- (b) restriction;

registered on title to that Lot or Sub-Lot.

4.2 No Objection

Each Member of the Owners Corporation must not object to or appeal against:

- (a) any form of approval being granted:
 - (i) for medium density residential development, integrated housing or retirement living on a Medium Density Lot;
 - (ii) to enable a retirement village to be constructed on and operated from a Retirement Village Lot; or
 - (iii) to construct and operate retail premises from a Lot; or
- (b) any amendment to the Design and Siting Guidelines and Restrictions sought by the Developer.

4.3 Gates and openings in Fences along the Primary Frontage of a Dual Frontage Lots

A Member of the Owners Corporation who owns a Dual Frontage Lot must not construct or allow to remain any gate or other opening in a fence which is located on or near the Primary Frontage of the Dual Frontage Lot.



5. OBLIGATIONS OF EACH MEMBER IN RELATION TO USE OF THEIR LOT

Each Member of the Owners Corporation must do and must ensure that the following are done in relation to the use and occupation of each Lot of that Member:

(a) **Maintenance**

- (i) maintain the Lot by cutting grass and keeping the Lot in a safe and tidy condition before, during and after completion of the Residence on that Lot;
- (ii) unless the Owners Corporation elects to do so, maintain any nature strip adjacent to the Lot by cutting grass and keeping the nature strip in a safe and tidy condition before, during and after completion of the Residence on that Lot;
- (iii) promptly make good any damage to a Lot or any nature strip caused or contributed to by the Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of that Member or any of them;

(b) **Garbage and Waste Disposal**

- (i) except where the Owners Corporation provides some other means of disposal of garbage and waste, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and waste and to keep such receptacle in a clean and tidy condition and adequately covered;
- (ii) comply with all requirements of Governmental Agencies relating to the disposal of garbage and waste;
- (iii) ensure that the health, hygiene and comfort of Members and occupiers of Lots is not adversely affected by their disposal of garbage or waste;
- (iv) ensure that rubbish is not allowed to accumulate on their Lot;
- (v) ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection.

(c) **Change of use of Lot**

provide written notification to the Owners Corporation if the Member or occupier of the Member's Lot changes the existing use of that Lot in a way that will affect the insurance premiums for the Owners Corporation;

(d) **Comply with Rules regarding Recreational Activities and Tournaments**

comply with rules of the Owners Corporation and any rules and regulations of the owner or operator of the Facilities issued for the purpose ensuring the proper conduct of golfing, tennis, swimming and other activities including any tournament conducted from the Facilities, such tournaments not being limited to golf tournaments; and

(e) **Enforcement Costs**

pay all costs incurred by the Owners Corporation in respect of the enforcement of these rules in relation to the Member's Lot.



6. AMENITY CONTROLS

6.1 Each Member of the Owners Corporation must not, and must ensure that any occupant of a Member's Lot does not do any of the following:

(a) **No Interference with Facilities**

use a Member's Lot to detrimentally interfere with any use of the Facilities within the Development particularly when any tournaments are being conducted from and on the Facilities;

(b) **Use of Common Property**

obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property nor use the Common Property to the extent that such Common Property has been leased or licensed or other rights have been granted (including operational rights) to a third party by the Owners Corporation or any predecessor in title;

(c) **Restrictions on Carparking**

(i) park or leave a vehicle or permit a vehicle to:

A. be parked or left on:

1) the Common Property; or

2) a nature strip; or

B. obstruct a driveway, pathway, entrance or exit to a Lot; or

C. be left in any place other than in a parking area specified for such purpose by the Owners Corporation;

(ii) park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats, golf carts or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(d) **No Illegal Use or Nuisance**

use or permit a Lot or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to the health safety and security of:

(i) any other Member or occupier of any Lot;

(ii) the families or visitors of any such Member or occupier;

(iii) any member of Club Mandalay Limited; or

(iv) any operator of the Facilities.

(e) **Behaviour**

behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property;

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(f) **Limitation on Noise**

- (i) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation which is likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property (unless the Owners Corporation has given written approval for the noise to be made);
- (ii) make or permit to be made noise from music or machinery which may be heard outside the relevant Lot between the hours of midnight and 8.00 a.m.;

(g) **No Animals Without Consent**

keep or mind any animal on a Lot or the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance;

(h) **Not Increase Insurance Premium**

do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;

(i) **No Vehicle Repairs**

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repair or restoration of any vehicle unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

(j) **No Hanging of Items from Exterior of Lot**

hang or permit to be hung any washing, garment, sheet, blanket, towel or other article on or from the balcony or exterior of any Lot (whether on a clothes line or otherwise) or on the Common Property in such a way as to be visible from the Common Property or any other Lot except:

- (i) with the consent of the Owners Corporation; or
- (ii) where it is impossible to hang any washing, garment, sheet, blanket, towel or other article on or from the balcony or exterior of any Lot without it being visible from the Common Property or any other Lot, in which case the Member must hang such items, and ensure that any occupant of a Member's Lot hangs such items, in such a way as to ensure that such items are not visible from any Street;

(k) **No Auctions**

hold or allow to be held any public auction on or near any Lot or the Common Property (other than a public auction for sale of the Lot on which the auction is conducted);

(l) **No Signs**

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a For Sale sign) unless the written consent of the Owners Corporation has been obtained;

(m) **No After Hours Works**

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permit any tradespeople or workpeople to carry out work on a Lot affected by the Owners Corporation or the Common Property:

- (i) on a Sunday or public holiday, or
- (ii) before 8 am or after 5 pm on any other day,

unless prior consent has been given by the Owners Corporation, except in the case of an emergency when it is not required;

(n) **No Flammable Substances**

keep or permit any flammable chemical, liquid or gas or other flammable material to be kept, stored or used on a Lot affected by the Owners Corporation except for:

- (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine;

(o) **No Electrical Interference**

operate or permit to be operated on a Lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Land;

(p) **No Interference with Property of Owners Corporation**

interfere with any personal property vested in the Owners Corporation;

(q) **No Shops or Businesses**

use or permit a Lot affected by the Owners Corporation to be used as a shop or for carrying on any trade or business (other than from a home office) without the prior written approval of the Owners Corporation ;

(r) **No Unauthorised Repair**

proceed with the repair of any damage which may involve responsibility of the Owners Corporation or its insurer unless he/she has obtained prior approval by the Owners Corporation and its insurer;

(s) **No Detriment to Amenity Generally**

without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to television antennas and satellite dishes) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development;

(t) **Not Neglect Garden Maintenance**

neglect the maintenance and care of the following:

- (i) any Residence or garage, or outbuildings constructed on a Lot; and
- (ii) any open areas on a Lot which are visible to the public;

(u) **Not Remove Vegetation Associated with Landscaping**

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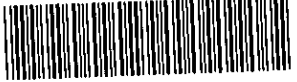
remove any vegetation associated with any landscaping which has been undertaken by the Developer;

(v) **Fencing**

- (i) if a Lot adjoins a public reserve, a road, the Clubhouse or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Clubhouse or the Golf Course;
- (ii) allow any fence to fall into a state of disrepair;
- (iii) claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor
- (iv) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

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(w) **Front Landscaping**

allow the condition of any landscaping in the front yard of a Lot to deteriorate from the condition it was in when the landscaping was first constructed;

(x) **TV Antennae and Satellite Dishes**

install any TV antennae or satellite dish other than:

- (i) at the rear of a Lot;
- (ii) below the roof line of any dwelling on the Lot; and
- (iii) in a manner which minimises the visual impact of the TV antennae or satellite dish from public viewing.

6.2 Insofar as any Common Property is not leased or licensed or other rights have not been granted (including management or operational rights) to a third party by the Owners Corporation or any predecessor in title, each member of the Owners Corporation must not, and must ensure that any occupant of a Member's Lot does not, do any of the following:

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
- (b) use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation;
- (c) move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
- (d) damage or obstruct or permit any damage or destruction of any driveway, pathway, stairway or landing on the Common Property or any other part of the Common Property including, without limitation, by bringing any heavy article onto the Common Property without the consent of the Owners Corporation;

- (e) damage or alter the Common Property without the written approval of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;
- (f) damage any lawn, garden, tree, shrub, plant flower or other vegetation of or situated upon Common Property;
- (g) except with the consent in writing of the Owners Corporation (which may state a period and conditions for which the consent is granted), use for their own purposes as a garden any portion of the Common Property;
- (h) mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;
- (i) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of Member or any person lawfully using the Common Property;
- (j) allow any pets to stray on to the Common Property;
- (k) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- (l) allow children under the age of 10 years to use any recreational facilities constructed upon the Common Property unless accompanied and supervised by an adult;
- (m) use any sporting or recreational facilities set aside on the Common Property between the hours of 11.00pm and 7.00am without the consent of the Owners Corporation or the Manager; or
- (n) dispose of or leave any rubbish on the Common Property otherwise than in a place designated for the receipt of rubbish of that type and in any manner other than prescribed by the relevant authority or by the Owners Corporation.

7. GOLF COURSE LOTS

Each Member must not take any action or make any claim against the Developer as owner of the Golf Course or any subsequent owner or tenant or manager or operator of the Golf Course or the Owners Corporation for any loss or damage suffered by a Member arising from the following:

- (a) the position of a Lot in relation to the Golf Course; or
- (b) any inconvenience, danger or potential hazard in occupying a Lot arising from:
 - (i) an errant golf ball being hit on to a Lot;
 - (ii) the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
 - (iii) the staging of tournaments and corporate golf days; or
 - (iv) any other matter relating to the proximity of the Golf Course to a Lot.

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8. PRIVATE ROADS AND OTHER COMMON PROPERTY

Insofar as any Common Property is not leased or licensed or other rights have not been granted (including management or operational rights) to a third party by the Owners Corporation or any predecessor in title:

- (a) the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development must not be obstructed by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided; and
- (b) a Member must not drive or permit to be driven any motor vehicle in excess of two (2) tonnes in weight into or over the Common Property other than vehicles necessary to complete the construction and/or occupation of any improvement erected on the Land, and any motor vehicle entitled to use the Common Property by any Governmental Agency.

9. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

- (a) the Owners Corporation will provide the following services:
 - (i) the construction, repair and maintenance of such landscaping within the Plan of Subdivision for which the Owners Corporation is responsible, including public paths and nature strips;
 - (ii) procuring maintenance of the Facilities to the extent that it is not the responsibility of any other person or entity;
 - (iii) procuring for each Lot a right to membership of any tenant of the Facilities;
 - (iv) the construction, repair and maintenance of any private roads or paths on Common Property (or any other part of the Common Property); and
 - (v) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives in these rules;
- (b) the provision of such services by the Owners Corporation will be paid for by all Members;
- (c) the amount of the annual Owners Corporation fees that are payable by each Member shall be established at the annual general meeting of the Owners Corporation and must be paid quarterly in advance by each Member according to their Lot liability;
- (d) any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge;
- (e) the fees for any works referred to in Rule 9(a)(i)-(iv) shall be paid by members into a maintenance fund;

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- (f) the Owners Corporation can charge interest on money owed by a member to the Owners Corporation after the due date for fees or charges, at a rate from time to time fixed under Section 2 of the *Penalty Interest Rates Act 1983* (or if it ceases, any rate which replaces it); and
- (g) if the Member fails to comply with Rule 6.1(l), the Members agree that:
 - (i) the Owners Corporation, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and
 - (ii) the Owners Corporation is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot including any legal costs which may have been incurred on a solicitor/client basis.

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10. RIGHTS OF THE OWNERS CORPORATION

The Owners Corporation may:

- (a) remove any vehicle which has been parked or left on the Common Property or which obstructs a driveway or entrance to a Lot or is parked in any place other than in a parking area specified for the purpose of the Owners Corporation, at the cost of the Member responsible;
- (b) make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property;
- (c) seek to make arrangements concerning the sharing of the Common Property facilities with adjoining land owners and/or owners corporations in a way which allocates any costs and responsibilities associated with the use of the Common Property facilities in a manner in which is fair and reasonable having regard to the nature and use of the facilities;
- (d) enter into any arrangements with third parties for the provision of services to the Owners Corporation;
- (e) lease or licence any part of the Common Property to a third party;
- (f) grant exclusive rights of management and operation of the Facilities constructed from time to time on the Common Property; or
- (g) do any other thing required to give effect to these rules.

11. CORRESPONDENCE

All complaints or applications to the Owners Corporation must be addressed in writing to the Manager.

12. RIGHTS OF ENTRY

A Member or occupier of a Lot, upon receiving reasonable notice from the Owners Corporation (except in the case of an emergency where no notice is required), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection of any water, sewerage, drainage, gas, electricity,

telecommunications, telephone or other system or service for the benefit of more than one Member, whether to that Member's Lot or to any adjoining Lot or the Common Property.

13. BEHAVIOUR OF INVITEES

- (a) A Member must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- (b) A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 13(a).
- (c) The duties and obligations imposed by these rules on a Member of a Lot must be observed not only by the Member but also by the guests, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot. Each Member must procure compliance with these rules by those guests, servants, employees, agents, children, invitees, licensees and occupiers.
- (d) Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of the Member or any of them, the Owners Corporation shall be entitled to recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.



14. Application to Developer

14.1 Despite anything else in these Rules, these Rules will not apply to or be enforceable against the Developer (or its agents, employees or contractors) where to do so would hinder, prevent, obstruct or in any way interfere with the Developer:

- (a) conducting marketing activities in or about the Development generally;
- (b) using part of the Development to market and sell any unsold lots in the Development including the creation of a display village for inspection by members of the public;
- (c) constructing works forming part of the Development.

14.2 The Developer (and its agents, employees or contractors) is and are by this Rule, authorised by the Owners Corporation to:

- (a) erect such barriers, fences, hoardings and signs as it deems necessary to facilitate any of the matters referred to in clause 14.1;
- (b) use whatever rights of way and/or points of ingress and egress to the Development as are necessary to carry out any works; and
- (c) block for whatever period necessary any rights of way or points of ingress and egress to the Development in order to carry out any works.

15. NON-COMPLIANCE

- (a) If a Member has not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
 - (ii) the Member must pay an additional charge of \$200.00 for each and every month that the Member has not complied with the notice;
 - (iii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including but not limited to the administrative costs, legal costs on a solicitor/own client basis and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
 - (iv) the Member must accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
 - (v) the Member must pay interest at the rate from time to time fixed under the *Penalty Interest Rates Act 1983 (Vic)* (or if it ceases, any rate which replaces it) on all moneys of the kind referred to in the Regulations outstanding under these Rules until they are paid;
 - (vi) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
 - (vii) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.
- (b) If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules and is entitled to recover the entire costs of taking such action from the Member who owns the Lot, such costs to be calculated on a solicitor/client basis.

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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.

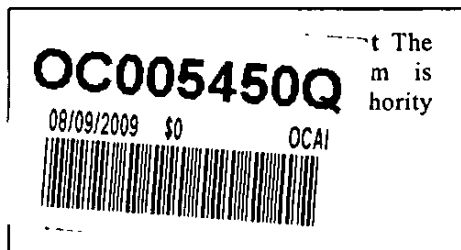
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**OWNERS CORPORATION
INFORMATION**

UNLIMITED OWNERS CORPORATION



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)

[Handwritten Signature]

Date 17 August 2009

FRANK RAYMOND TISHER
317 LaTrobe Street Melbourne 3000
A 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

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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.

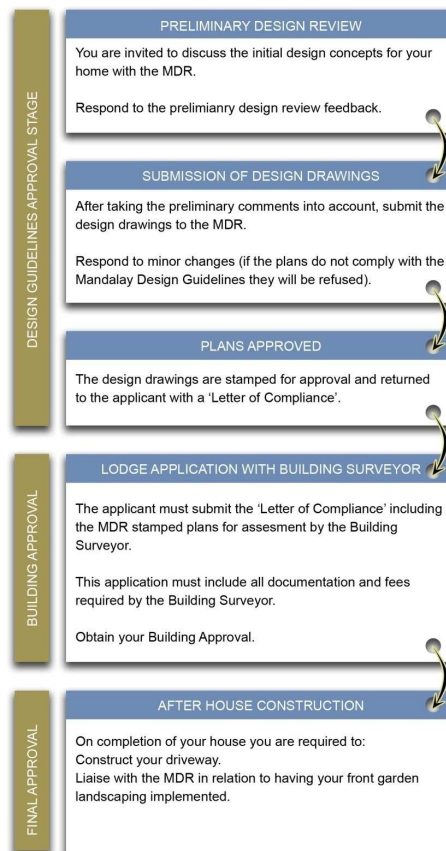


Figure 1.1 Design and Approval Process Flow Chart.

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 8 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.

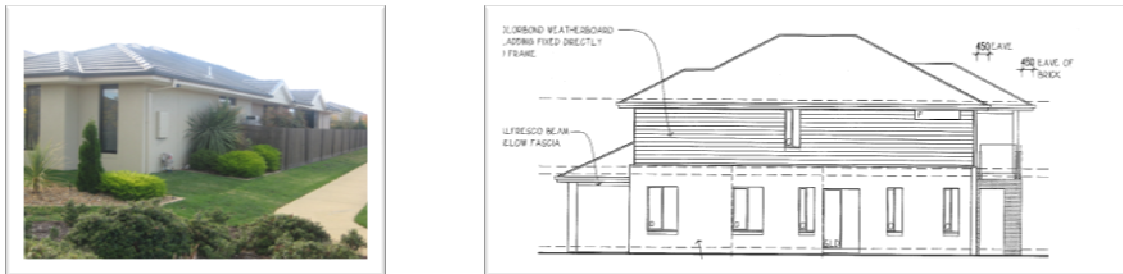


Figure 2.2 Examples of encouraged treatments on corner allotments

2.3 Front Setbacks

LOT SIZE M ²	MINIMUM habitable FLOOR AREA M ² (excludes garages, carports, porches, porticos, 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	150m ² (16.14sq)	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.

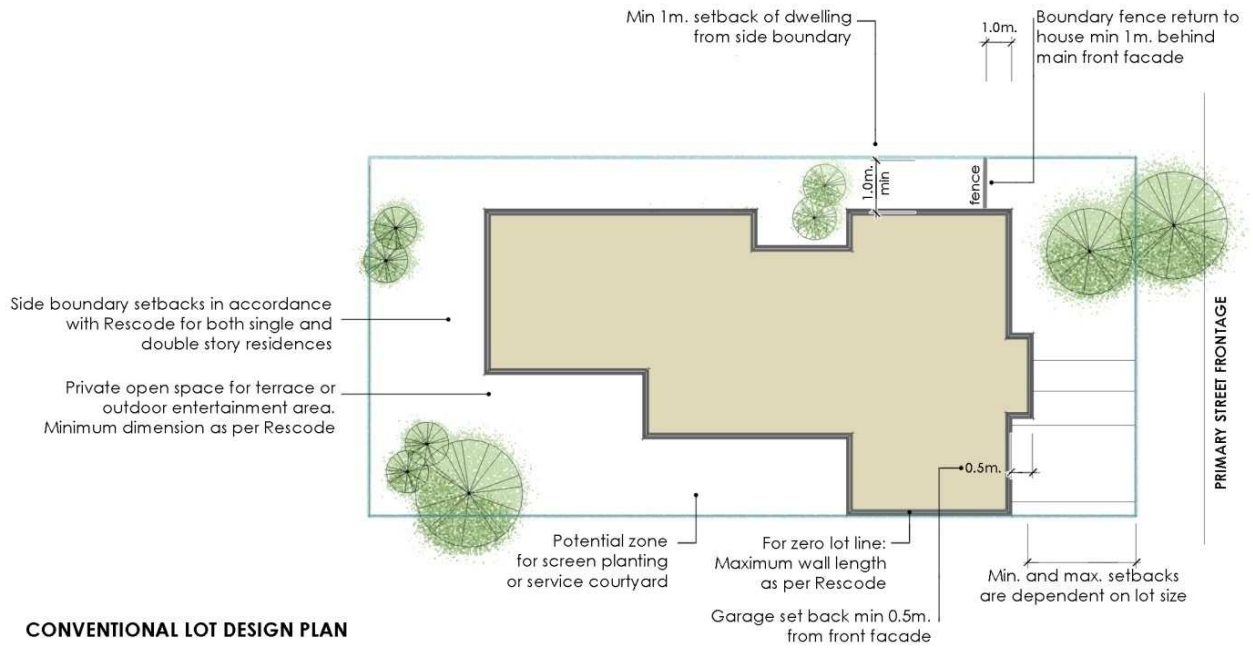


Figure 2.3

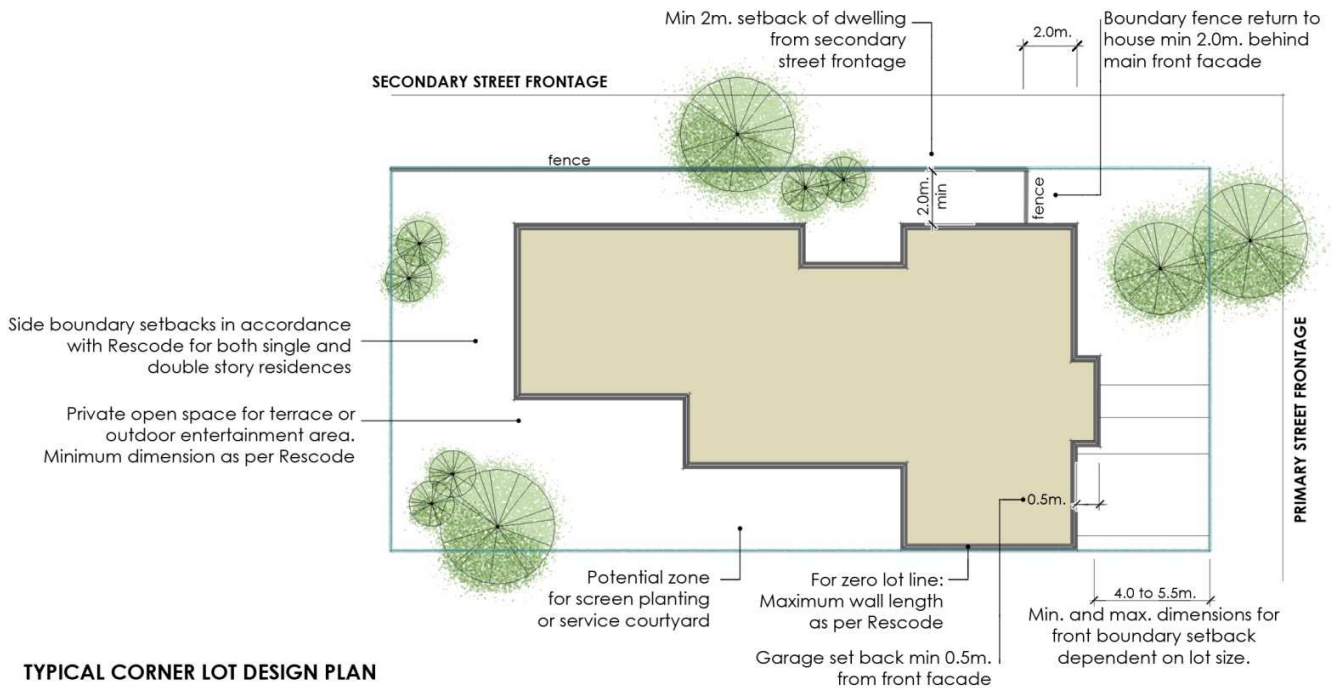


Figure 2.4

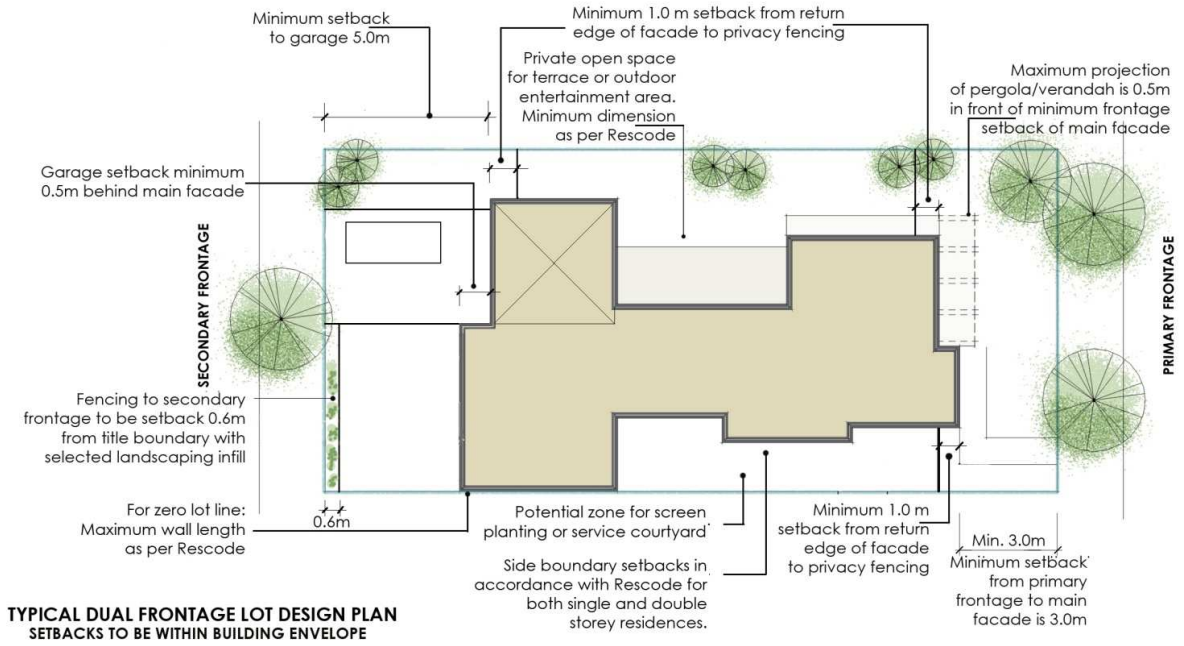


Figure 2.5

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.

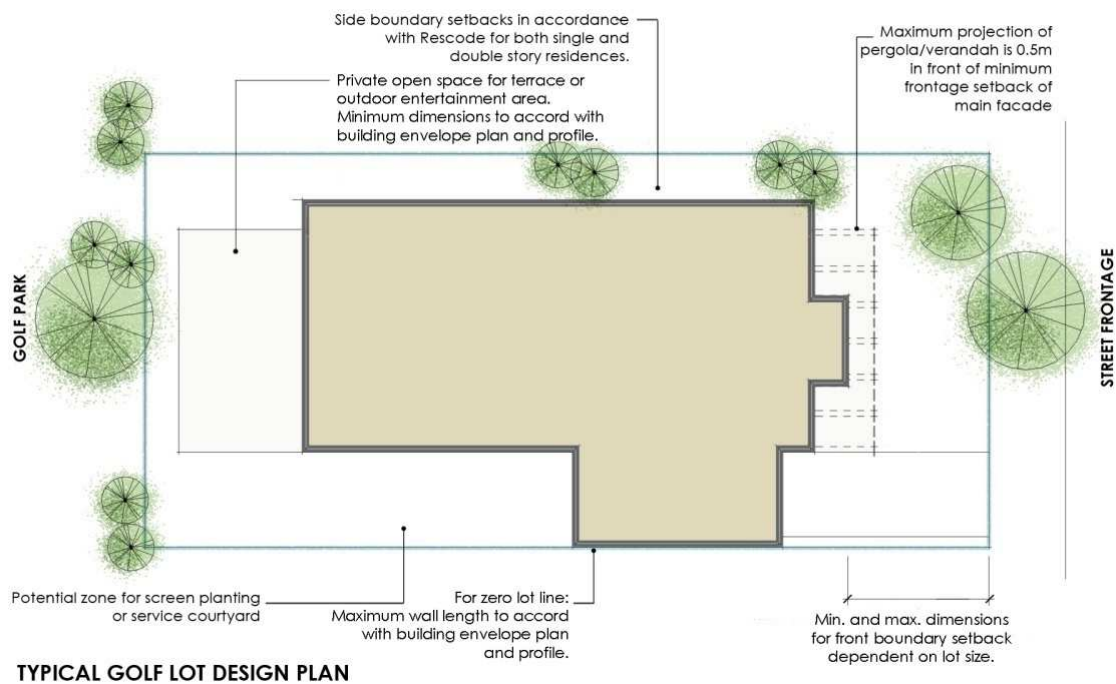


Figure 2.5a

3.0 DWELLING DESIGN



Figure 3.1 Examples of preferred dwelling types

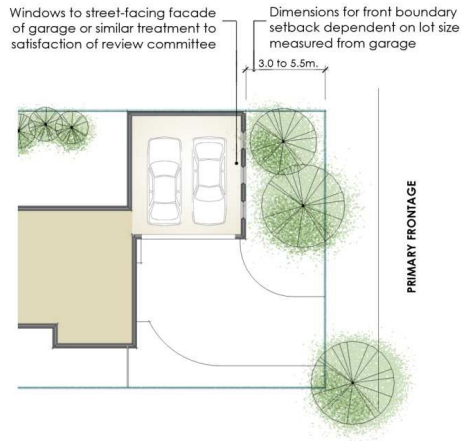
3.1 Architectural Character Mandatory Standards

- 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.

3.5 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 500mm 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 cart storage and vehicle parking as part of the garage design is recommended. Cart 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.

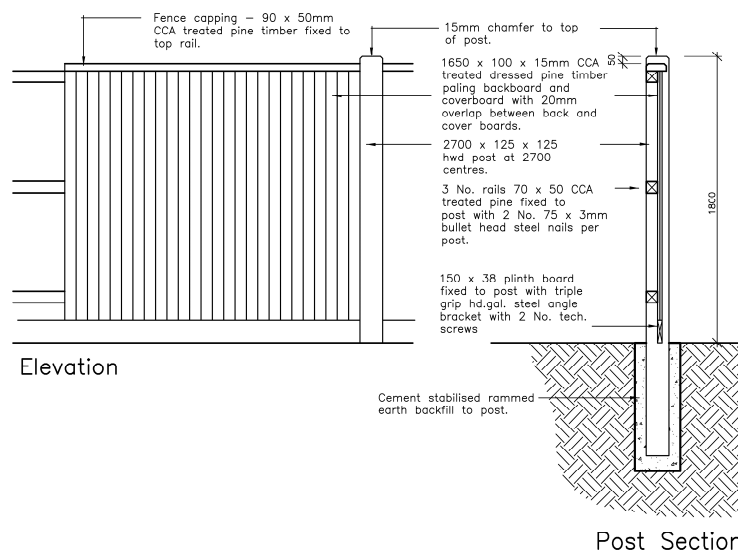


Figure 4.2 typical side & rear fencing

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.

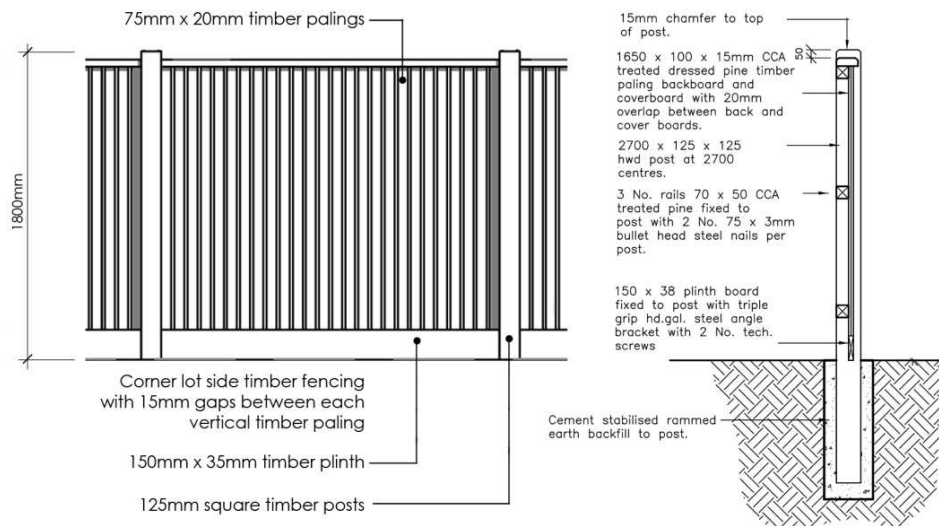
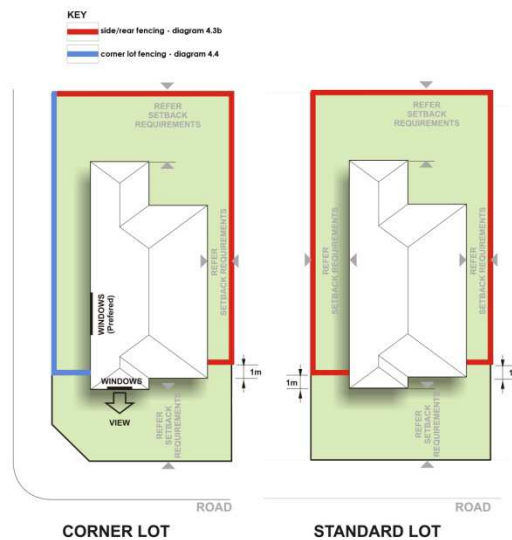


Figure 4.3 corner lot fencing

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 for 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.

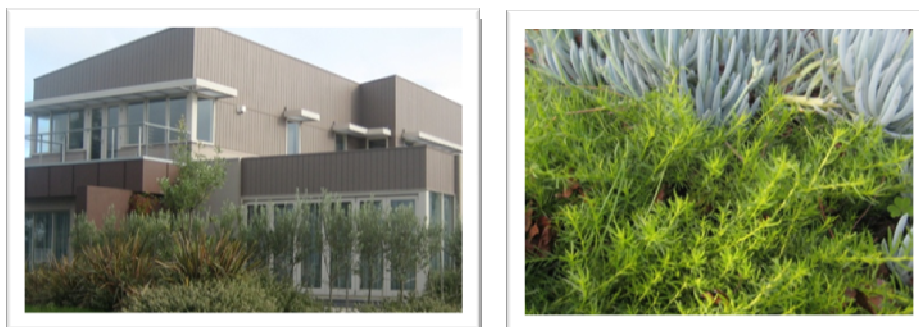


Figure 7.0 encouraged landscape elements

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.

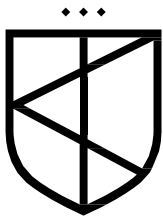
1. **Site Plan** (min scale 1:200) indicating date and reference number of drawing, north point, lot area calculation, habitable dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, and driveway location, clothesline, letterbox, water tank, and pool 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



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

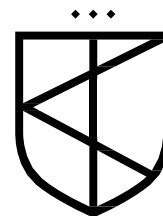
A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Caulfield
Level 1/204 Balaclava 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

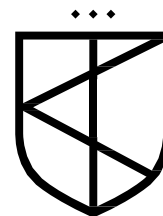
3.1 Metering of services and apportionment of costs of services

- (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."

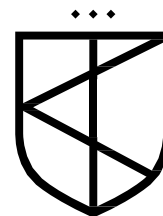
4.2 Vehicles and parking on common property

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

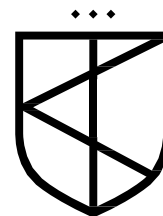
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

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

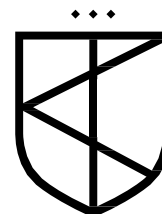
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

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.

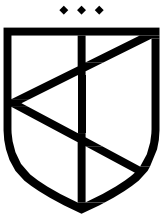
7 Dispute resolution

- (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.

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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

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.

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 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.

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.

Rural properties

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