

Contract of Sale of Land

Property:

34 Easey Road, Beveridge VIC 3753

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:LH:2622

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Sherise Hannah Scicluna

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: _____ Ref: Dean Zammit

Vendor

Name: Sherise Hannah Scicluna
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491286220 Fax: _____ Ref: 2622

Purchaser's estate agent

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

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12095 Folio 291	2347	PS 617320S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 34 Easey Road, Beveridge VIC 3753

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

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to a tenancy:
 - a residential tenancy for a fixed term ending on 20 / 12 /2024

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ 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

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that 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. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

GC 23 – special condition

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

GC 28 – special condition

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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

- 13.2 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.
- 13.10 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*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 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

of (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2024

SIGNED by the said)
)
)

 Print Name: Director (Sign)

in the presence of:)
)
)

 Witness:

Vendor Statement

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

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

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

Land	34 EASEY ROAD, BEVERIDGE VIC 3753
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Vendor's name	Sherise Hannah Scicluna	Date
Vendor's signature	<i>Sherise Scicluna</i> _____	14/09/2024

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$7,000.00

Authority	Amount
(1) Mitchell Shire Council	\$2,228.00
(2) Yarra Valley Water	\$684.52
(3) The Knight Body Corporate	\$1,595.00

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder

within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements. Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

Is attached

13. ATTACHMENTS

1. Register Search Statement;
2. Plan and Covenant PS617320S;
3. Section 173 Agreement AG754756L;
4. Section 173 Agreement AG754783H;
5. Notice AT390587V
6. OC basic Report;
7. DELWP Planning Certificate;
8. VicPlan Planning Property Report;
9. Yarra Valley Water Information Statement;
10. Rates Certificate;
11. Owners Corporation certificates;
12. Building permit
13. Occupancy Permit;
14. Builders Warranty Insurance;
15. Residential Tenancy Agreement; and
16. State Revenue Office Land Tax and Windfall Gains Tax Clearance 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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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

VOLUME 12095 FOLIO 291

Security no : 124118023391J
Produced 05/09/2024 04:14 PM

LAND DESCRIPTION

Lot 2347 on Plan of Subdivision 617320S.
PARENT TITLE Volume 12058 Folio 610
Created by instrument PS617320S Stage 23 28/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SHERISE HANNAH SCICLUNA of 34 BANBURY CRESCENT CRAIGIEBURN VIC 3064
AT636403T 25/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV994577P 25/08/2022
BANK OF QUEENSLAND LTD

COVENANT PS617320S 28/06/2019

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
AT390587V 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: 34 EASEY ROAD BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD

Title 12095/291

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

Page 2 of 2

Effective from 25/08/2022

OWNERS CORPORATIONS

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

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS617320S
Number of Pages (excluding this cover sheet)	107
Document Assembled	05/09/2024 16:14

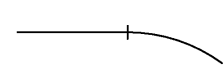
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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 63</h2>	<h2>PS 617320S</h2>
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<p>LOCATION OF LAND</p> <p>PARISH: MERRIANG TOWNSHIP: BEVERIDGE - SECTION: - CROWN ALLOTMENT: 69 (PART), 70 (PART) - & 71 (PART) CROWN PORTION: - 13 (PART) TITLE REFERENCE: VOL 12277 FOL 629</p> <p>LAST PLAN REFERENCE: PC370188A POSTAL ADDRESS: CAMERONS LANE (at time of subdivision) BEVERIDGE 3753</p> <p>MGA CO-ORDINATES: E: 318 550 ZONE:55 (of approx centre of land in plan) N: 5 850 600</p>	<p>Council Name: MITCHELL SHIRE COUNCIL</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY
<p>ROAD R1-R9, R12, R14-R21, R23, R27-R51, R54, R55, R56, R60, R61, R63-R67, R81, R97</p> <p>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</p> <p>RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39</p> <p>RESERVE No.33</p> <p>RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 & 83</p>	<p>MITCHELL SHIRE COUNCIL</p> <p>MITCHELL SHIRE COUNCIL</p> <p>SPI ELECTRICITY PTY LTD</p> <p>YARRA VALLEY WATER LIMITED</p> <p>AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)</p>	<p>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</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>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.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p>
<p>STAGING: This is a staged subdivision.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p><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.</small></p> </div>		

EASEMENT INFORMATION

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

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

<p>MANDALAY</p> <p>MASTERPLAN</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>
 <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> <p>LyssnaGroup.com</p>	<p>DATE: 02/11/23 REFERENCE: AA0015 DRAWING: CM0056AA DRAWN BY: BA</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 1 OF 102</p> <p style="text-align: center;">THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>

PLAN OF SUBDIVISION

Plan Number
PS 617320S

Easement Information

Legend:

E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance

A – Appurtenant Easement
R – Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-5 E-5	SEWERAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-6 E-6	DRAINAGE WATER SUPPLY	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED
E-7 E-7 E-7	DRAINAGE WATER SUPPLY POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-8	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-9 E-9 E-9	DRAINAGE SEWERAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-10 E-10	SEWERAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-11 E-11	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-12 E-12 E-12 E-12	SUPPLY OF WATER BY PIPELINE SUPPLY OF GAS POWERLINE TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN-SEC 88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN	YARRA VALLEY WATER LIMITED VIC GAS DISTRIBUTION PTY LTD SPI ELECTRICITY PTY LTD LOTS ON THIS PLAN
E-13	AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-14 E-14	SEWERAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-15 E-15	DRAINAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION
E-16 E-16 E-16	DRAINAGE DRAINAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-17 E-17	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL SPI ELECTRICITY PTY LTD
E-18	CARRIAGEWAY	SEE DIAG	THIS PLAN	VOL 11161 FOL 382
E-19	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
		CONTINUED ON SHEET 3		

MANDALAY

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



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

Sheet 2

Original sheet size A3

PLAN OF SUBDIVISION

PS 617320S

EASEMENT INFORMATION

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



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: 05/02/21
 DRAWING: CM0065AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 3

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lysna 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

LysnaGroup.com

DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 4

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

ROAD OR EASEMENT NUMBER	SHEET NUMBER
ROAD R1	7, 8, 9
ROAD R2	10, 11, 12, 13
ROAD R3	14, 15, 16
ROAD R4	17, 18
ROAD R5	19, 20
ROAD R6	21, 22
ROAD R7	23, 24
ROAD R8	25, 26
ROAD R9	37, 38
ROAD R12	76
ROAD R14	28, 29
ROAD R15	32, 33
ROAD R16	41
ROAD R17	30, 31
ROAD R18	49
ROAD R19	48
ROAD R20	45, 46
ROAD R21	50, 51
ROAD R23	38, 39, 75
ROAD R27	52, 53
ROAD R28	54
ROAD R29	56
ROAD R30	55
ROAD R31	59, 60
ROAD R32	61, 62
ROAD R33	64
ROAD R34	65, 66
ROAD R35	67
ROAD R36	70
ROAD R37	70, 71
ROAD R38	68, 72
ROAD R39	73
ROAD R40	74
ROAD R41	77
ROAD R42	79
ROAD R43	80, 81
ROAD R44	82
ROAD R45	85
ROAD R46	83, 84
ROAD R47	83, 94
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



Lysna 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

LysnaGroup.com

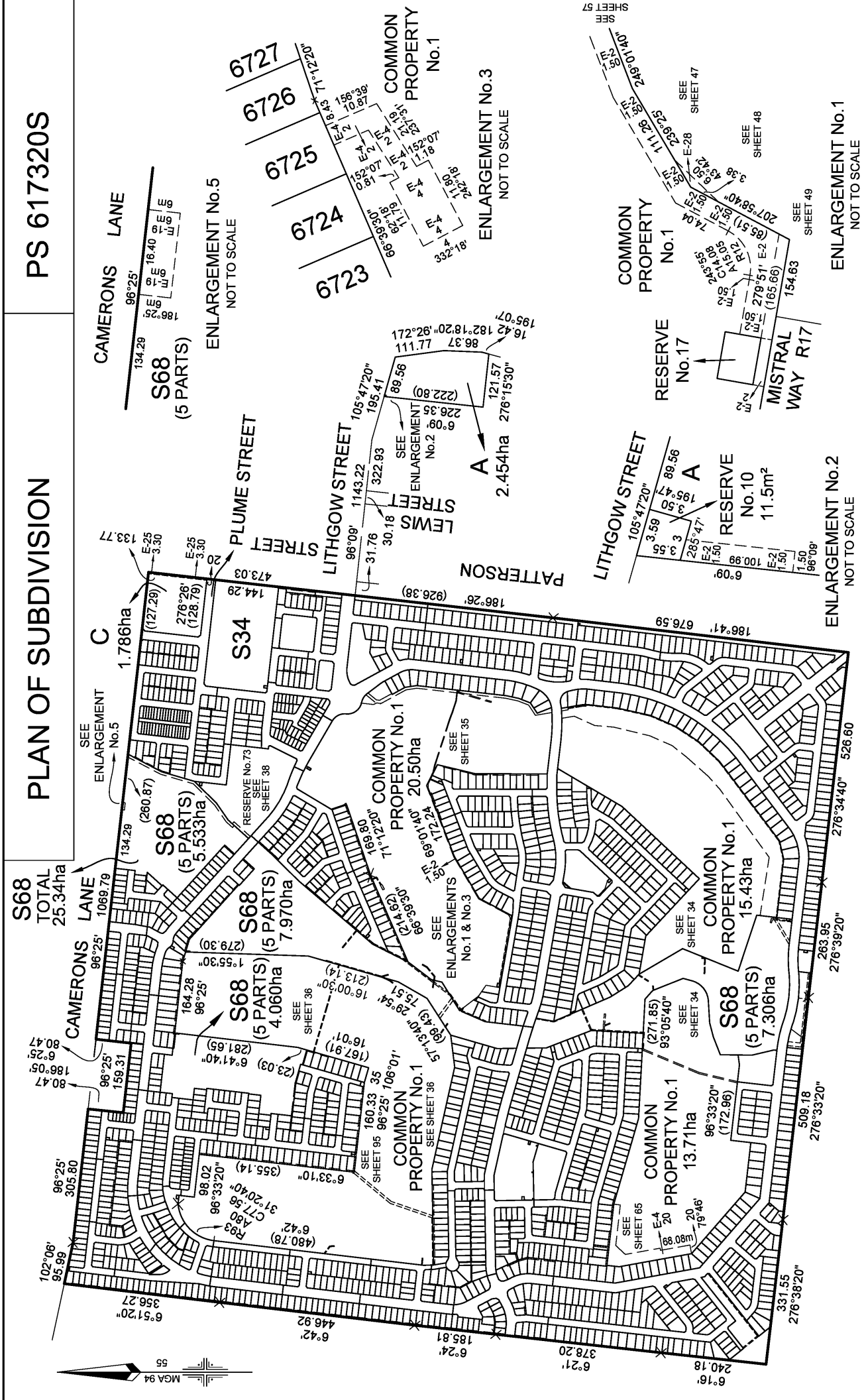
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REFERENCE: AA0015
 DRAWN BY: BA

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PS 617320S

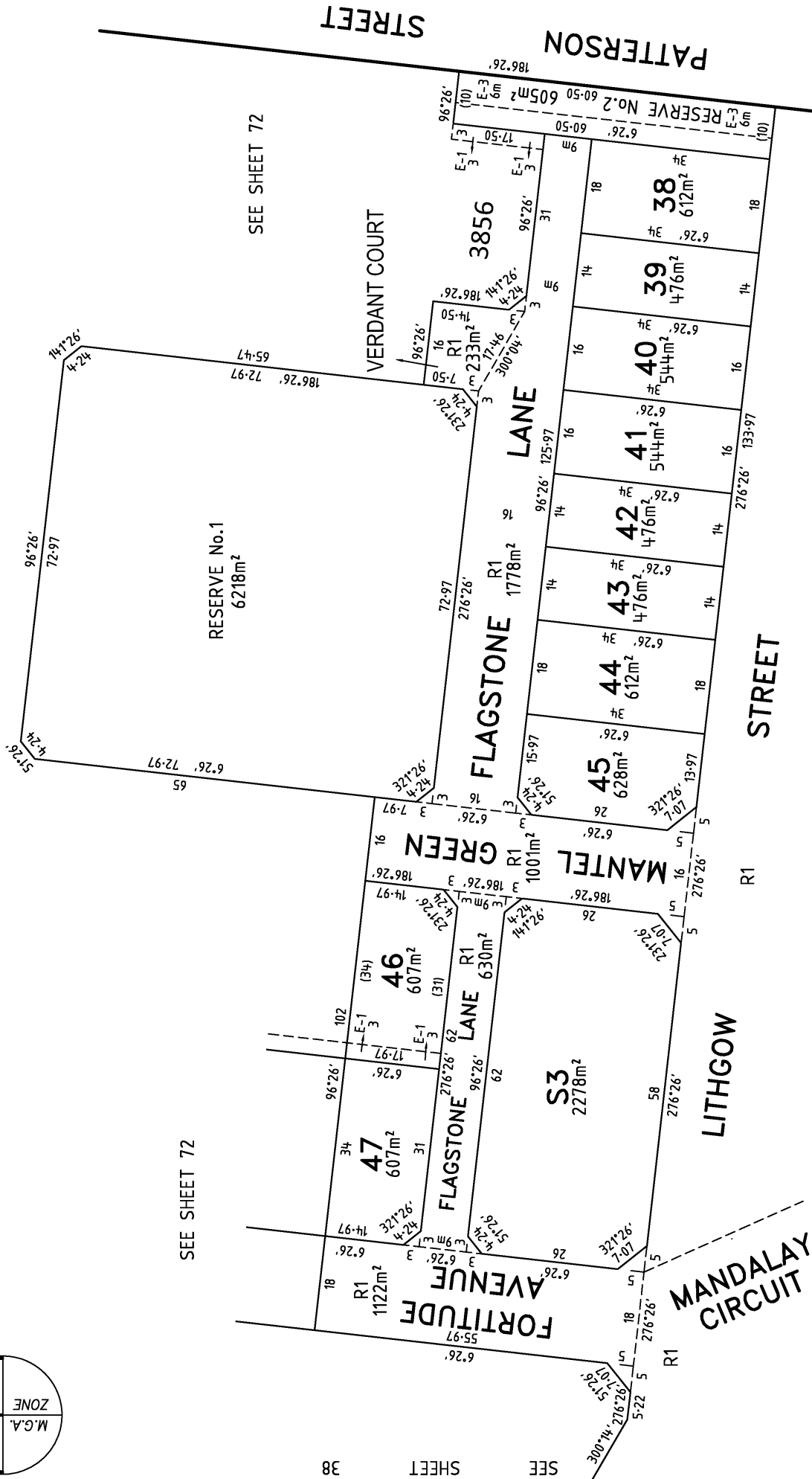
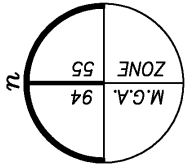
PLAN OF SUBDIVISION



<p>MANDALAY</p> <p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 02/11/23</p> <p>DRAWING: CM0056AA</p> <p>REFERENCE: AA0015</p> <p>DRAWN BY: BA</p>	<p>SCALE</p> <p>1:8000</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 6</p>
	<p>0 80 160 240 320</p> <p>LENGTHS ARE IN METRES</p>	<p>ENLARGEMENT No.1 NOT TO SCALE</p>	
<p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1088, South Melbourne 3205 Suite 3, 102 Doddis Street Southbank VIC 3006 Australia</p>	<p>ENLARGEMENT No.2 NOT TO SCALE</p>		

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 72

SEE SHEET 72

SEE SHEET 8

Sheet 7

MANDALAY

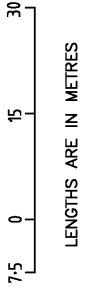


Bosco Jonson Pty Ltd
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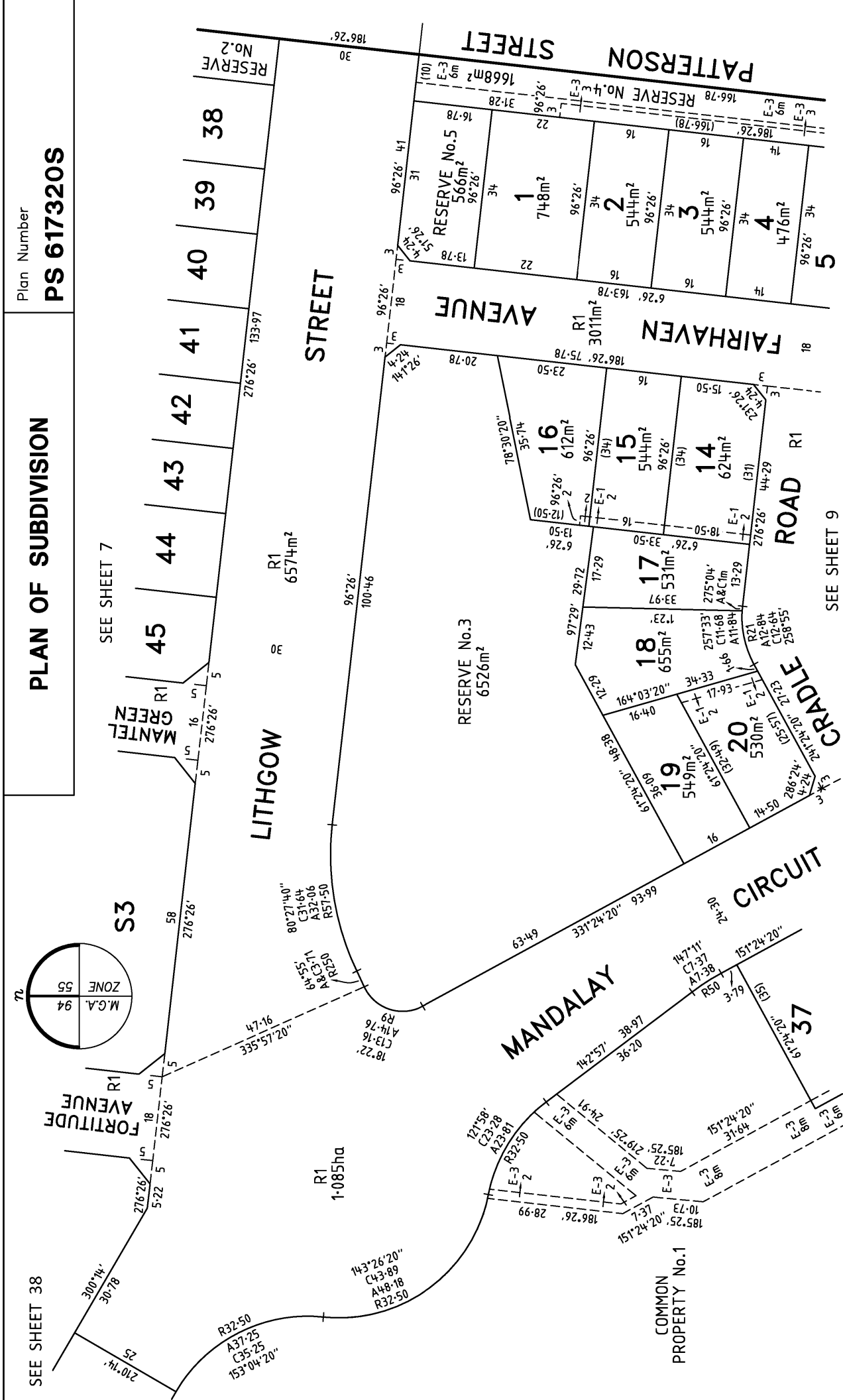
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SCALE

SCALE 1:750
SHEET SIZE A3



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



Plan Number
PS 617320S

PLAN OF SUBDIVISION

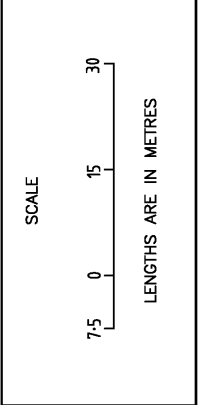
SEE SHEET 38

SEE SHEET 7

SEE SHEET 9

Sheet 8

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DATE / /
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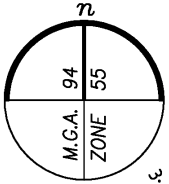
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MANDALAY

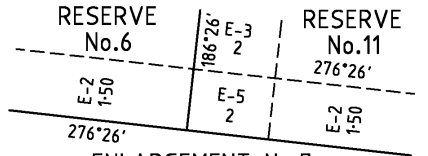
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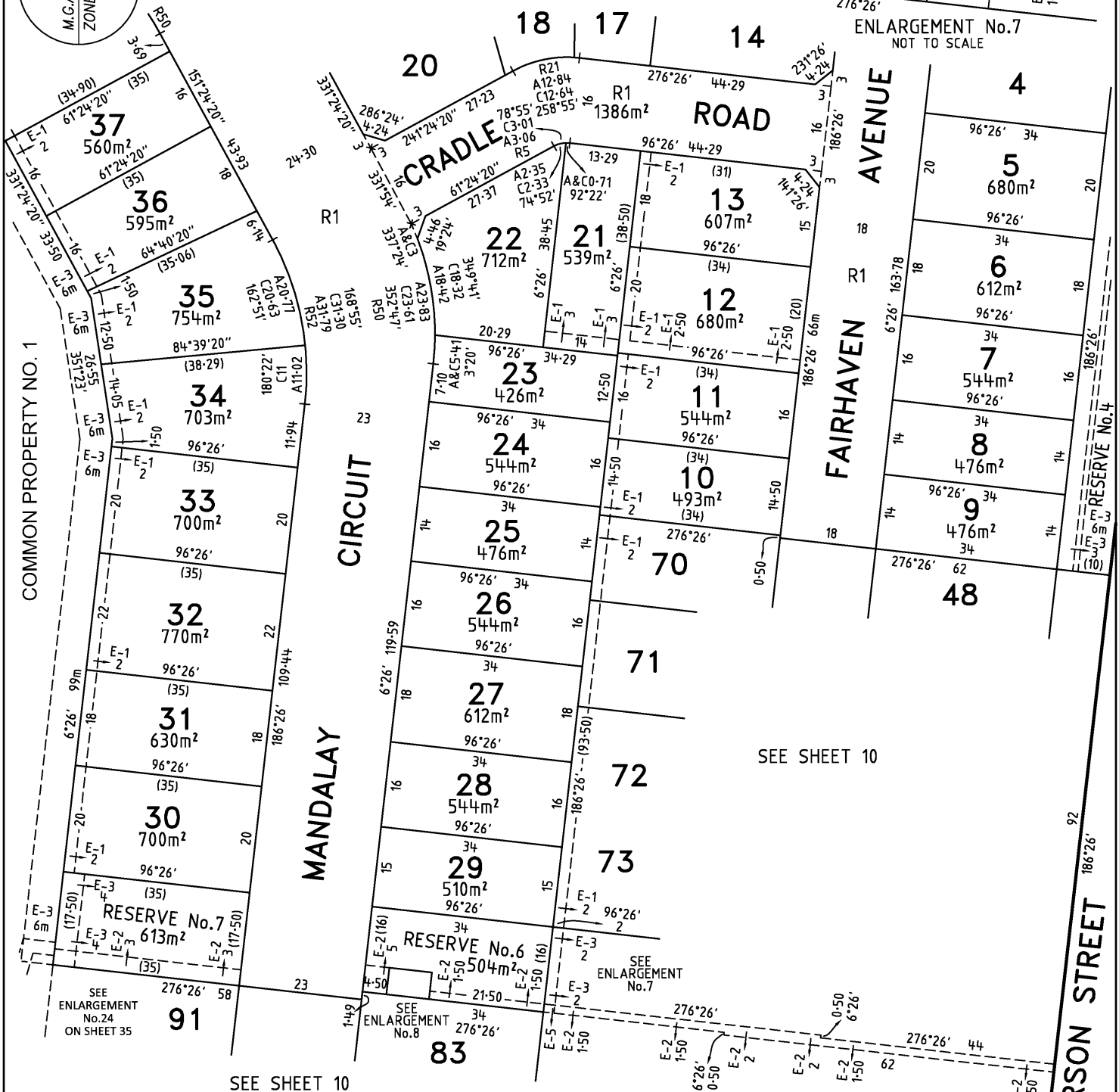
Plan Number
PS 617320S



SEE SHEET 8



ENLARGEMENT No.7
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SEE SHEET 10

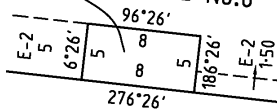
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16 Eastern Road South Melbourne
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RESERVE No.8
40m²



ENLARGEMENT No.8
NOT TO SCALE

ORIGINAL		SCALE	
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

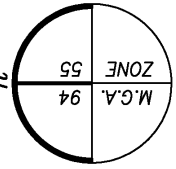
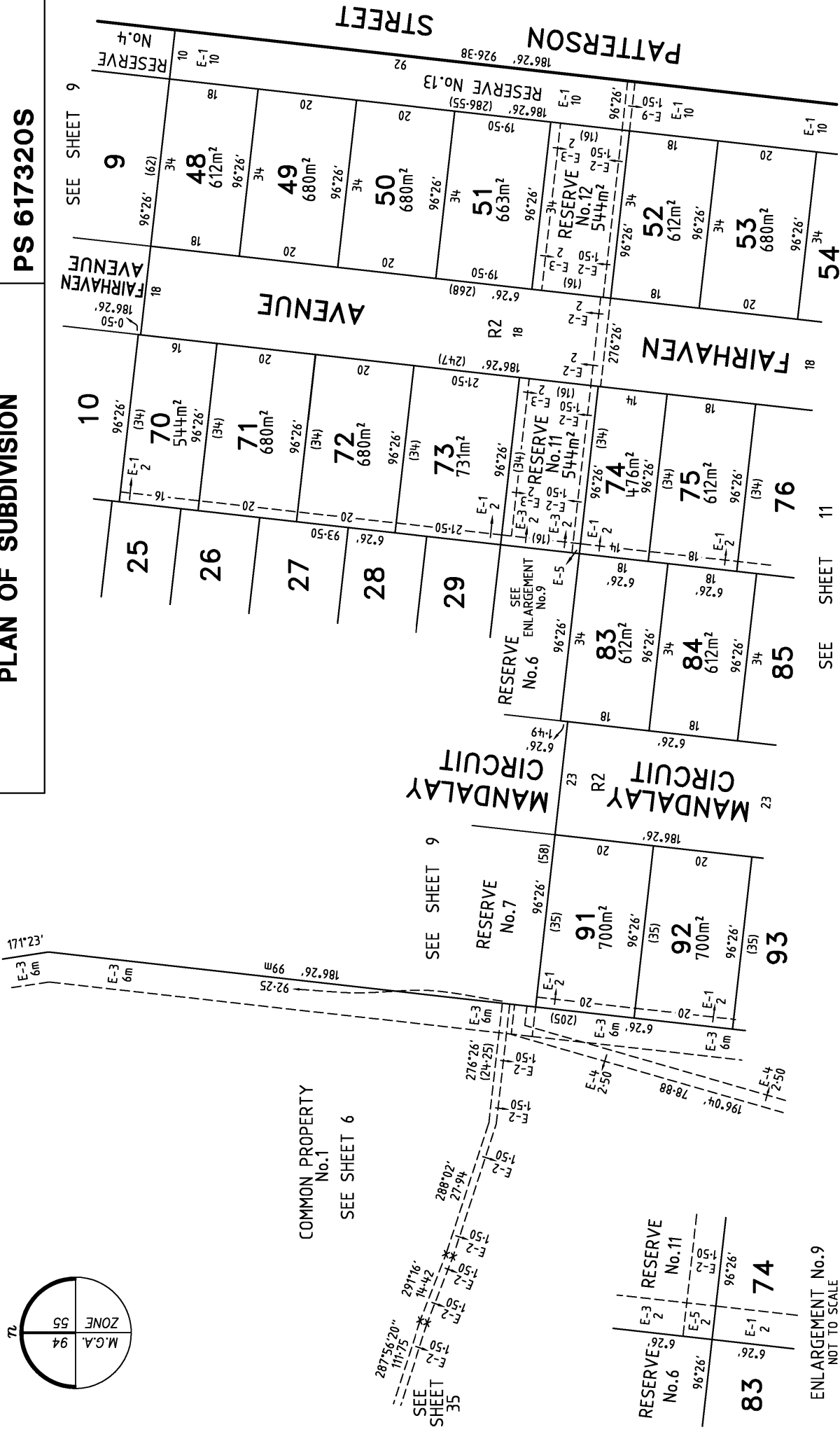
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DWG 2461035EA 15/05/18 VERSION A

Sheet 9

PLAN OF SUBDIVISION

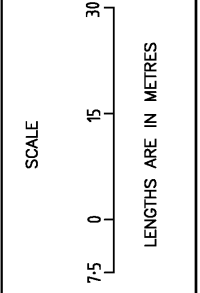
Plan Number
PS 617320S

SEE SHEET 9



Sheet 10

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
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ORIGINAL
SCALE SHEET SIZE
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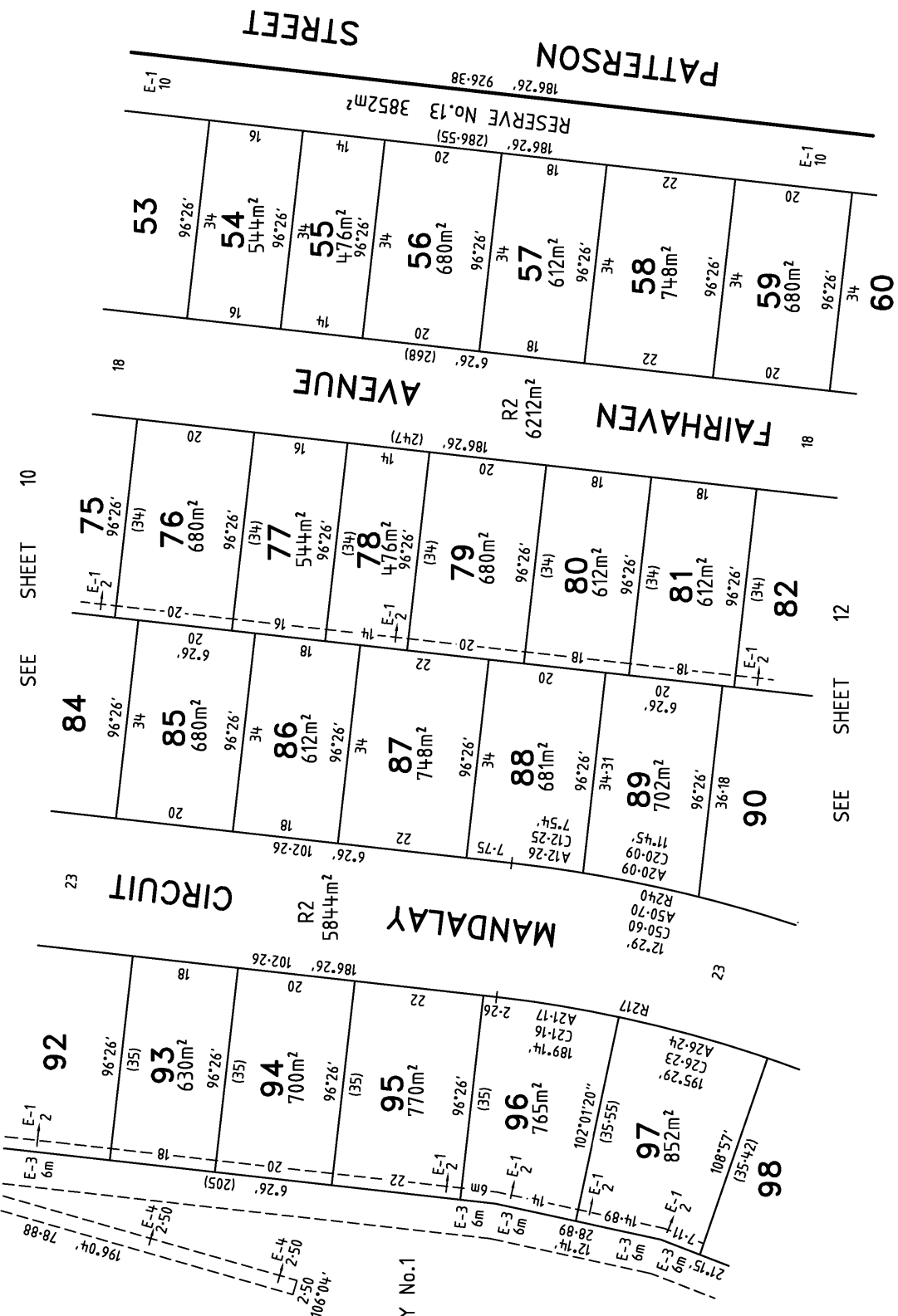
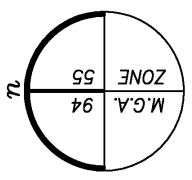
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ENLARGEMENT No.9
NOT TO SCALE

PLAN OF SUBDIVISION

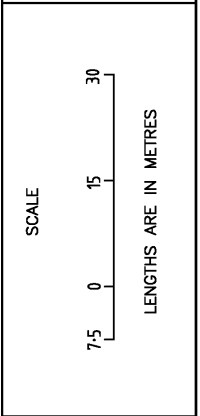
Plan Number
PS 617320S



COMMON PROPERTY No.1
SEE SHEET 6

Sheet 11

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



ORIGINAL
SCALE SHEET SIZE
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MANDALAY

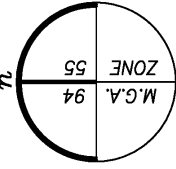
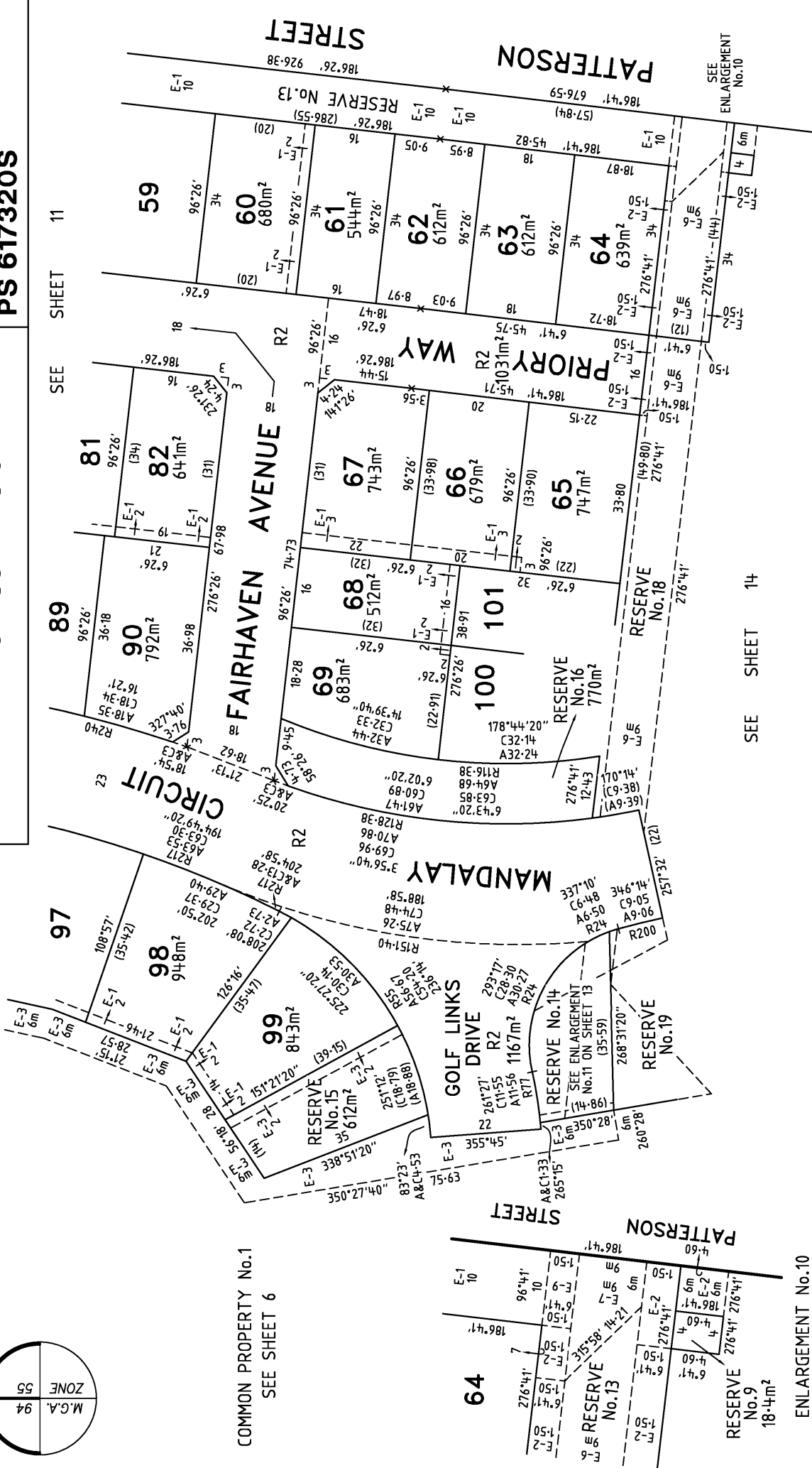
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
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PLAN OF SUBDIVISION

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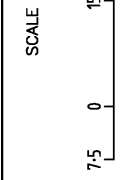
SEE SHEET 11

SEE SHEET 11



COMMON PROPERTY No.1
SEE SHEET 6

ENLARGEMENT No.10
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LENGTHS ARE IN METRES

SCALE SHEET SIZE
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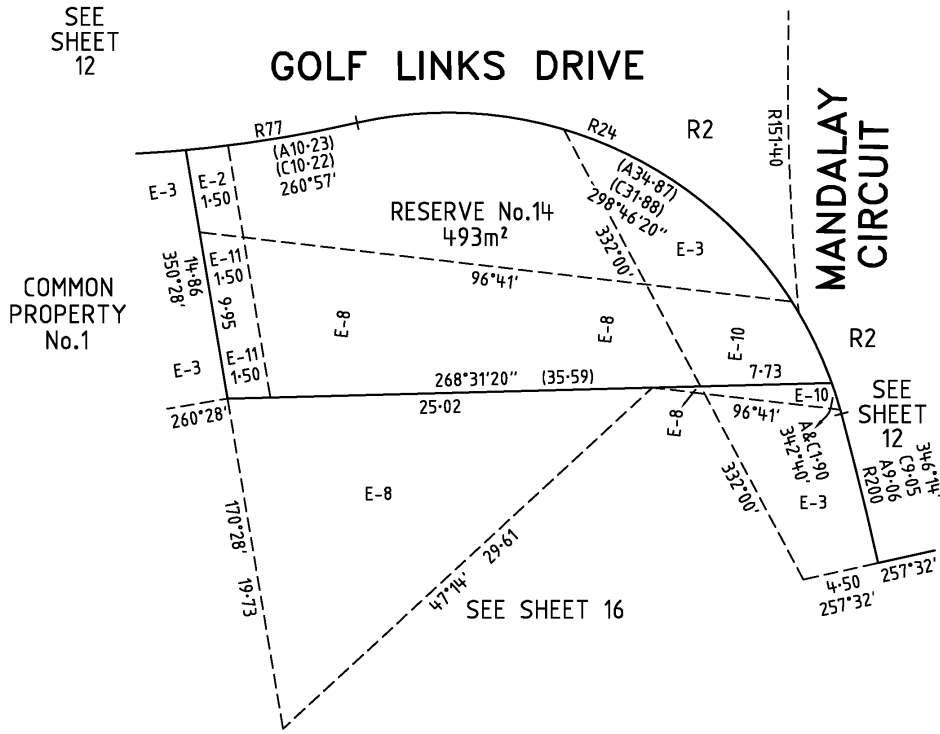
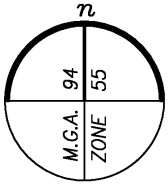
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 15/05/18
 VERSION A

Sheet 12

PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No.11
NOT TO SCALE

MANDALAY

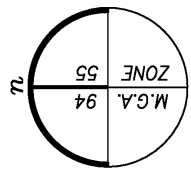
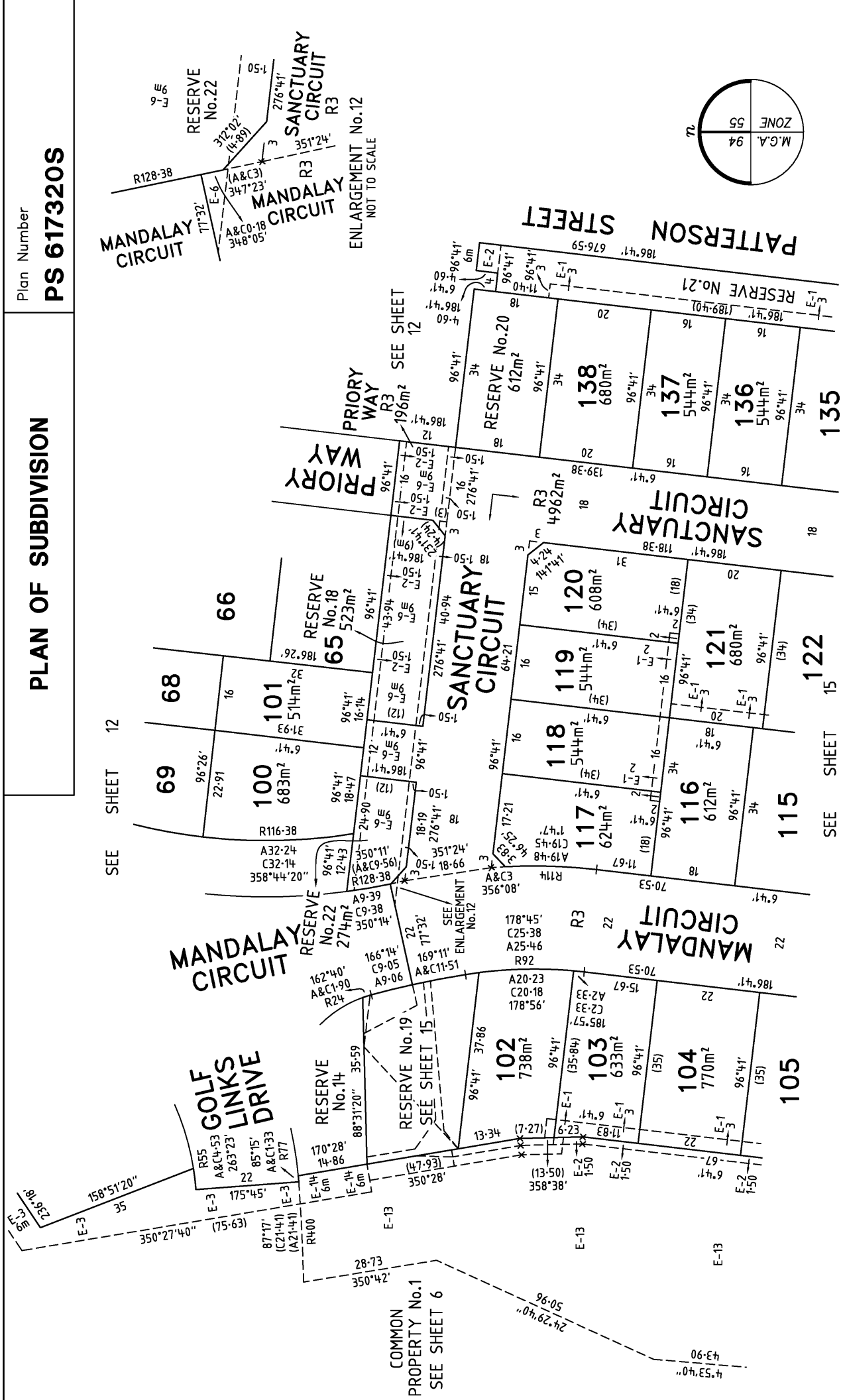
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ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS		Sheet 13	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		SIGNATURE DATE / /			
	A3			REF 24610333 15/05/18 VERSION A DWG 2461035EA			

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

Sheet 14

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

15/05/18 VERSION A

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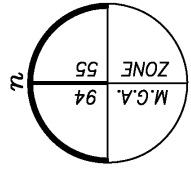
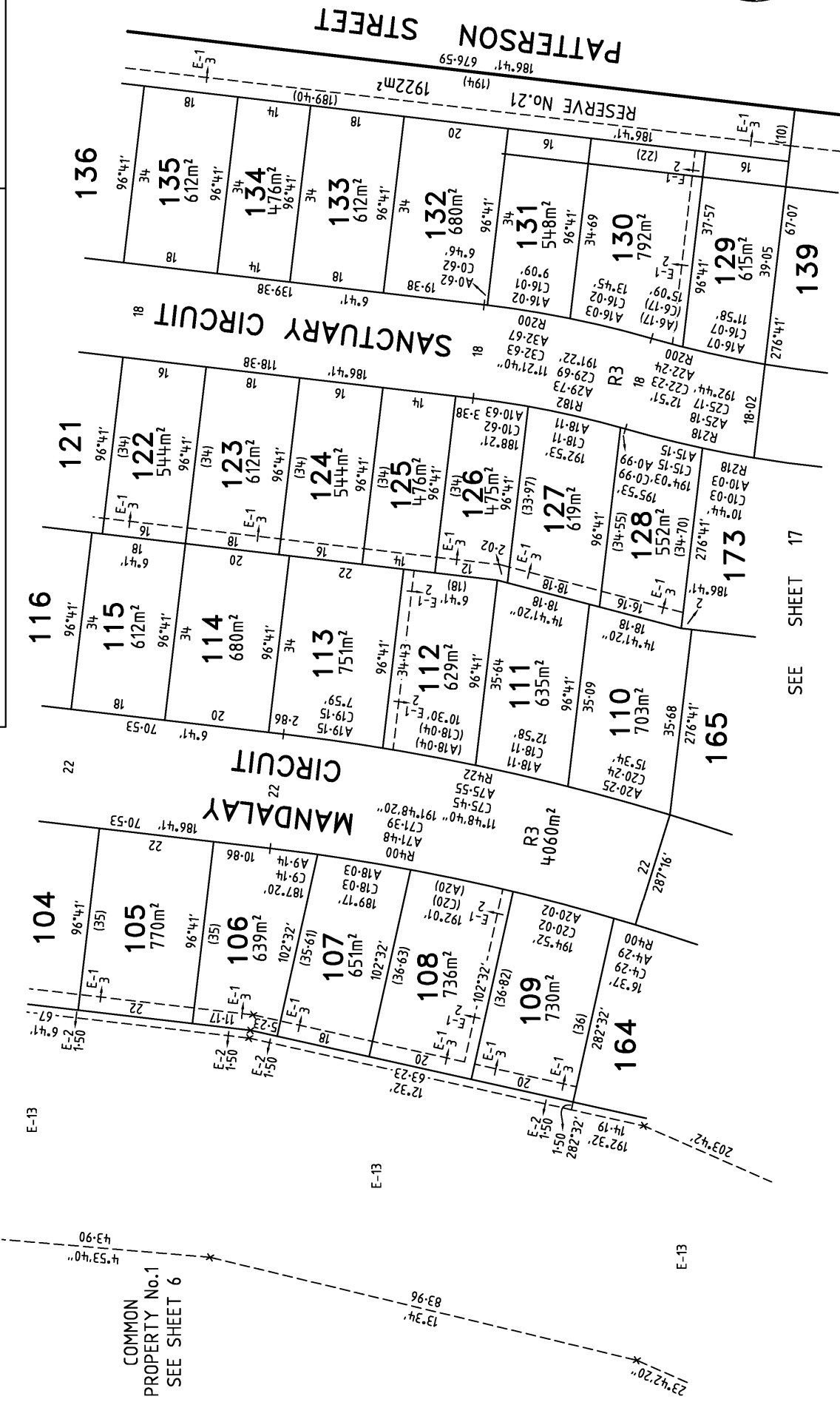
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 16 Eastern Road South Melbourne
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Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 14

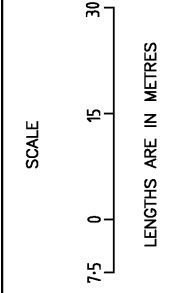


COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 17

Sheet 15

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



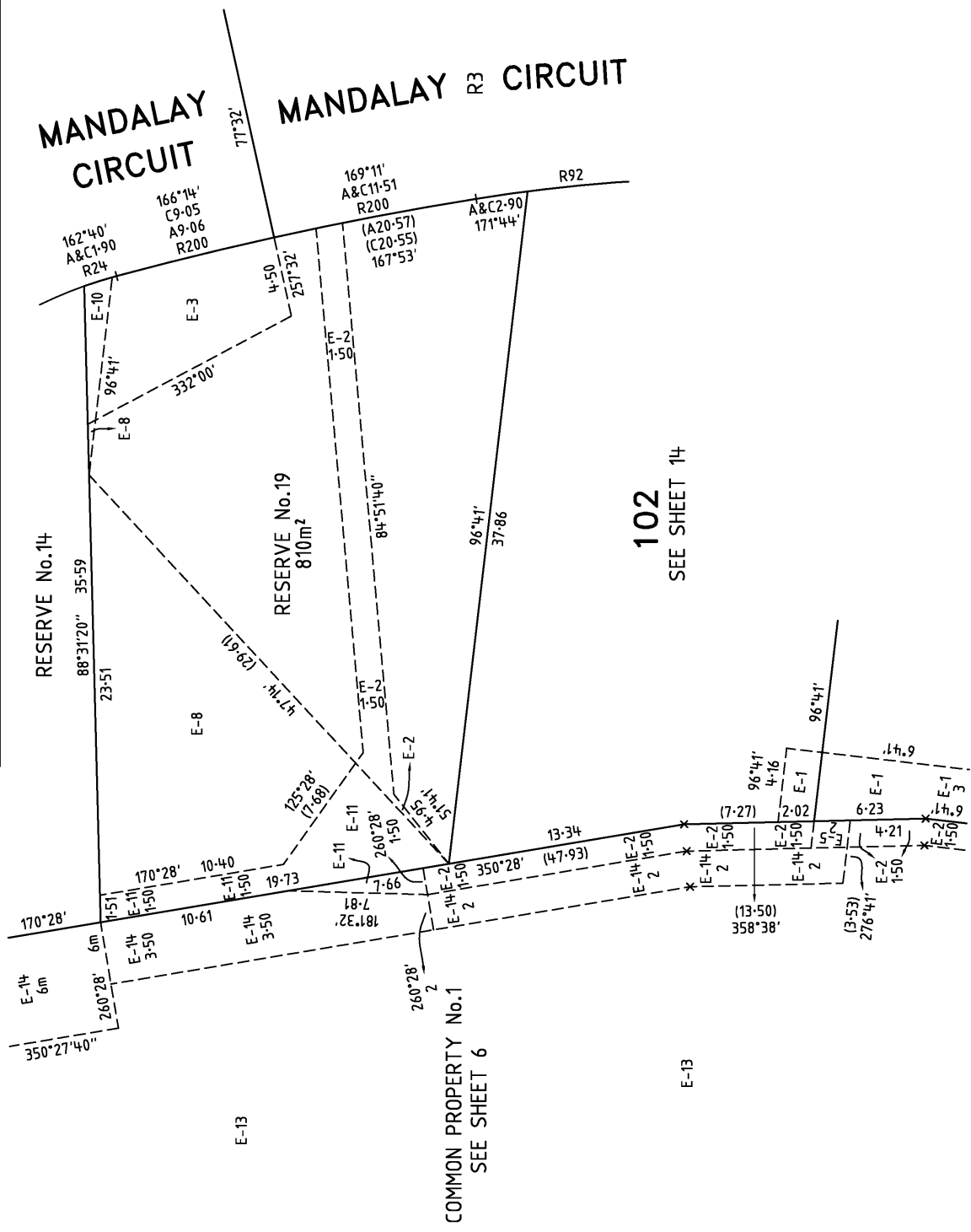
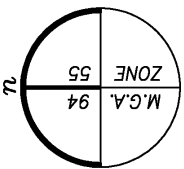
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MANDALAY

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
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PLAN OF SUBDIVISION

Plan Number
PS 617320S



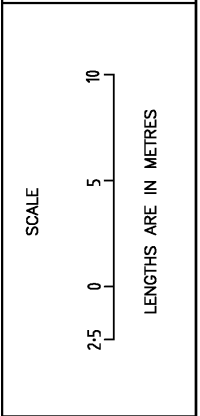
SEE SHEET 14

COMMON PROPERTY No.1
SEE SHEET 6

E-13

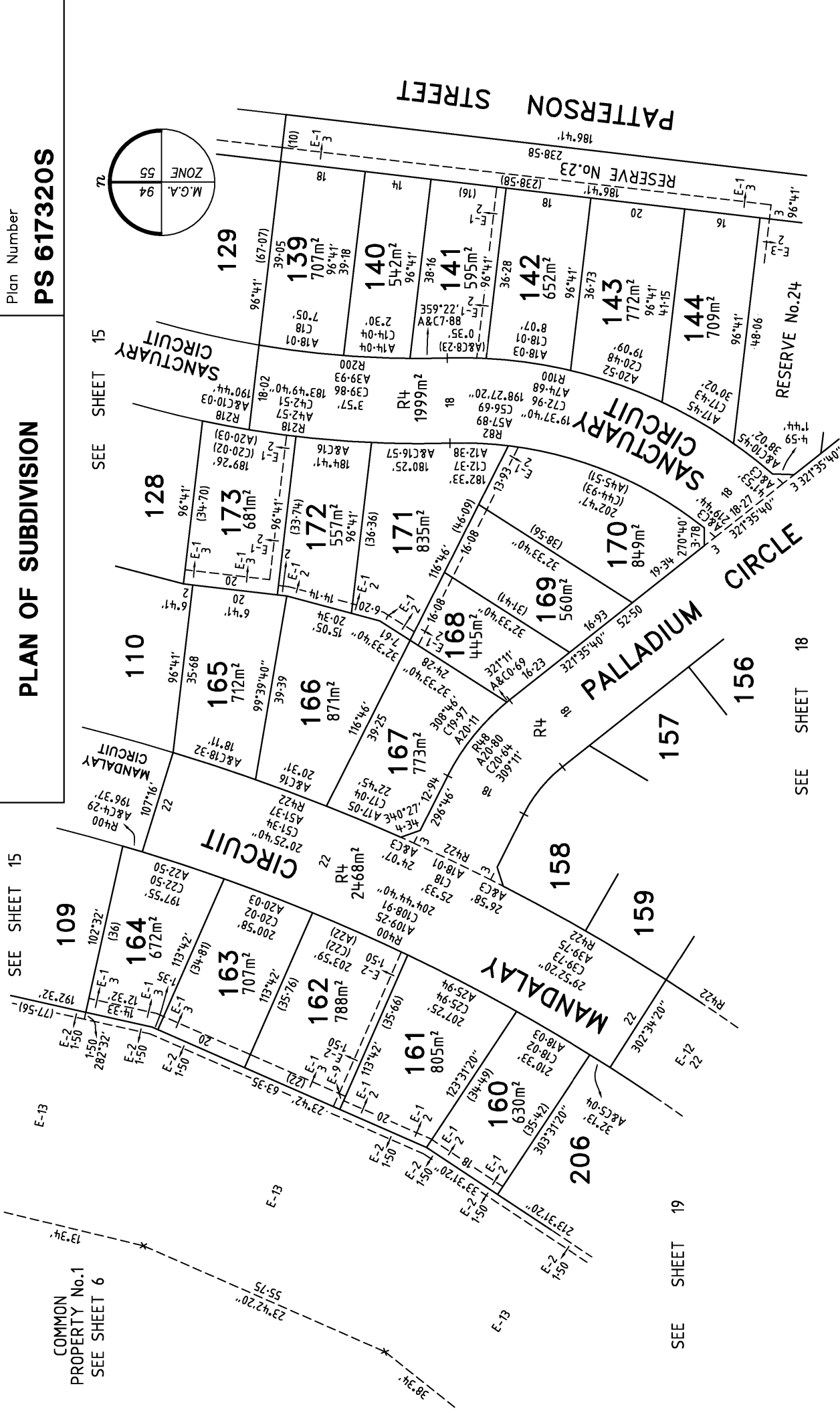
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
DIGITALLY SIGNED
REF 24610333 15/05/18 VERSION A
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ORIGINAL
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1:250 A3

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



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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 SHEET SIZE A3

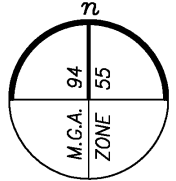
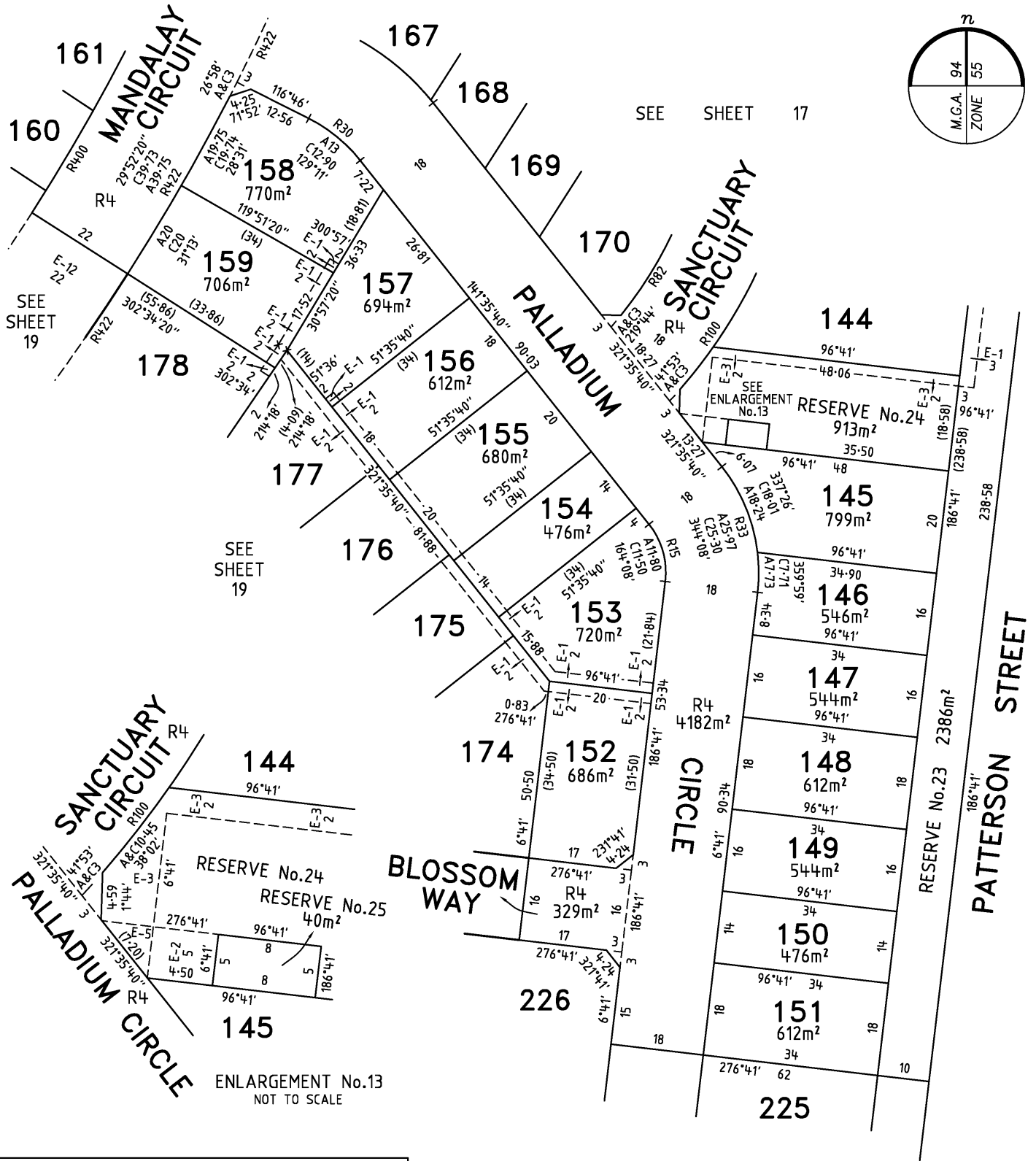
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DATE / /
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 REF 24610333
 DWG 2461035EA
 15/05/18 VERSION A

Sheet 17

PLAN OF SUBDIVISION

Plan Number
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SEE SHEET 22

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



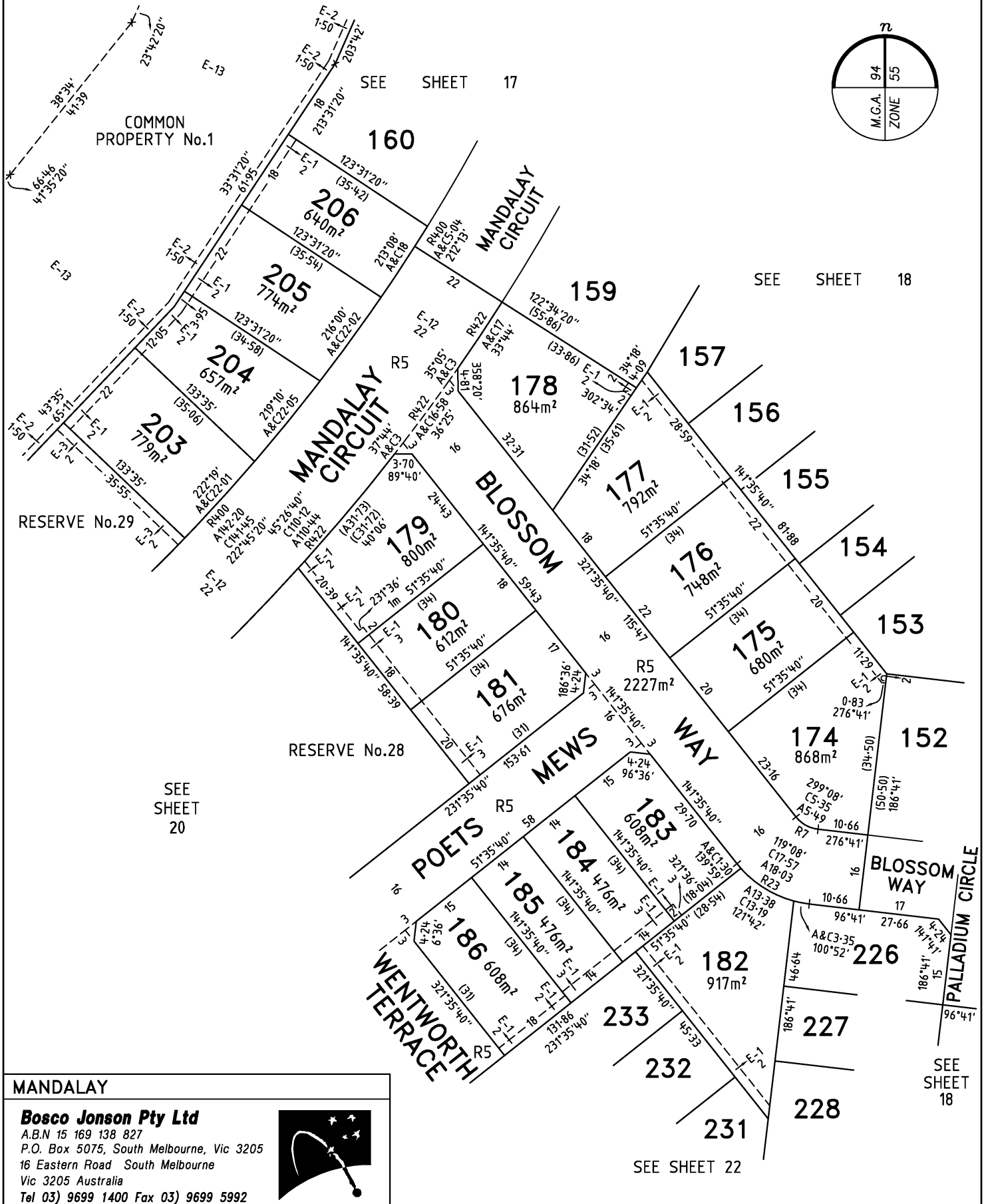
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 18

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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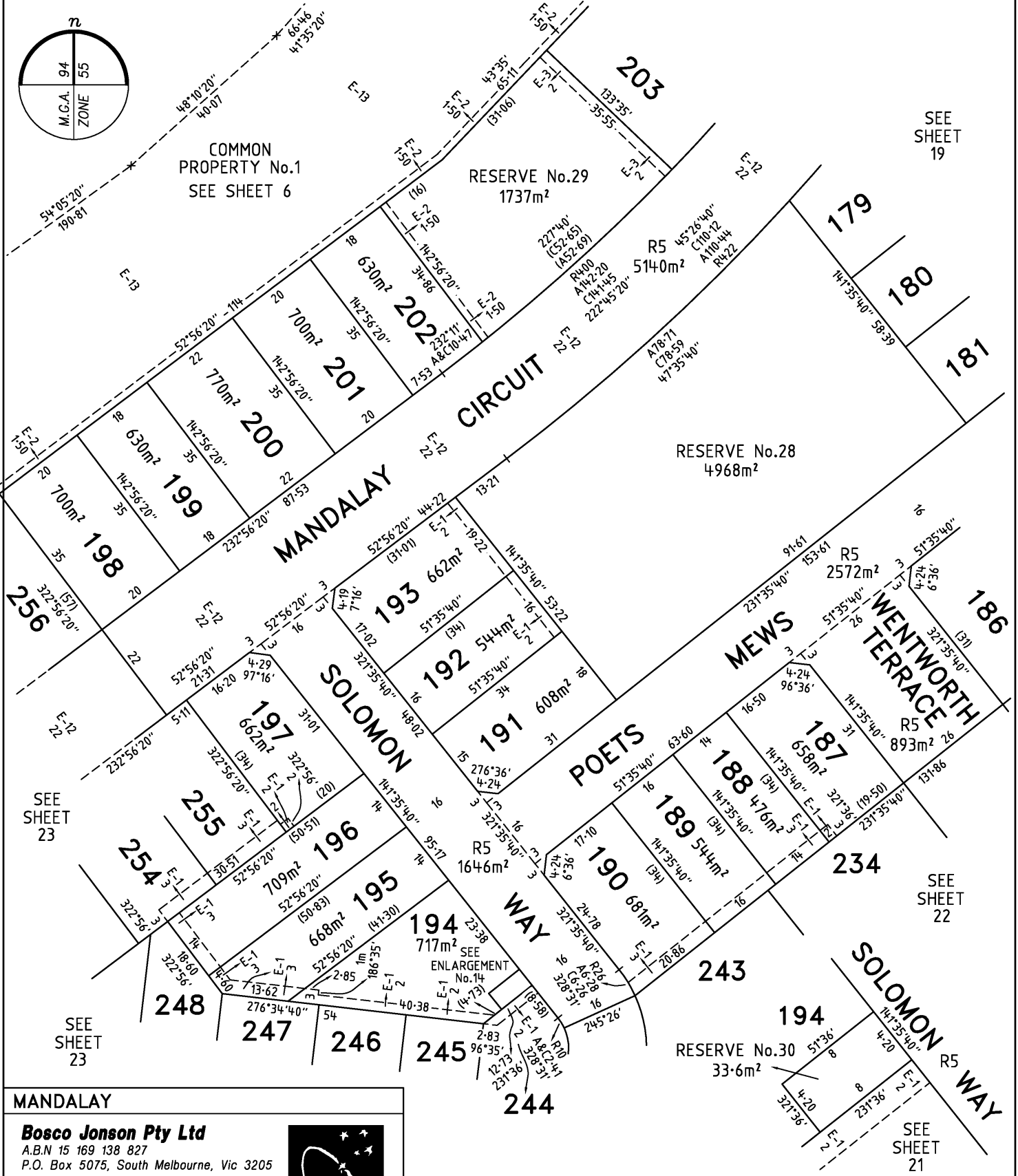
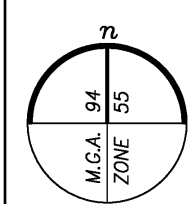
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 19

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 19

SEE SHEET 23

SEE SHEET 23

SEE SHEET 22

SEE SHEET 21

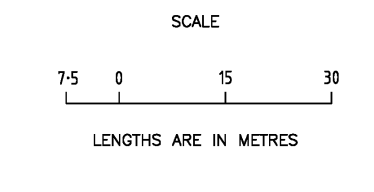
MANDALAY

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Vic 3205 Australia
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ENLARGEMENT No.14
NOT TO SCALE

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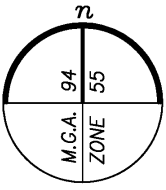


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SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

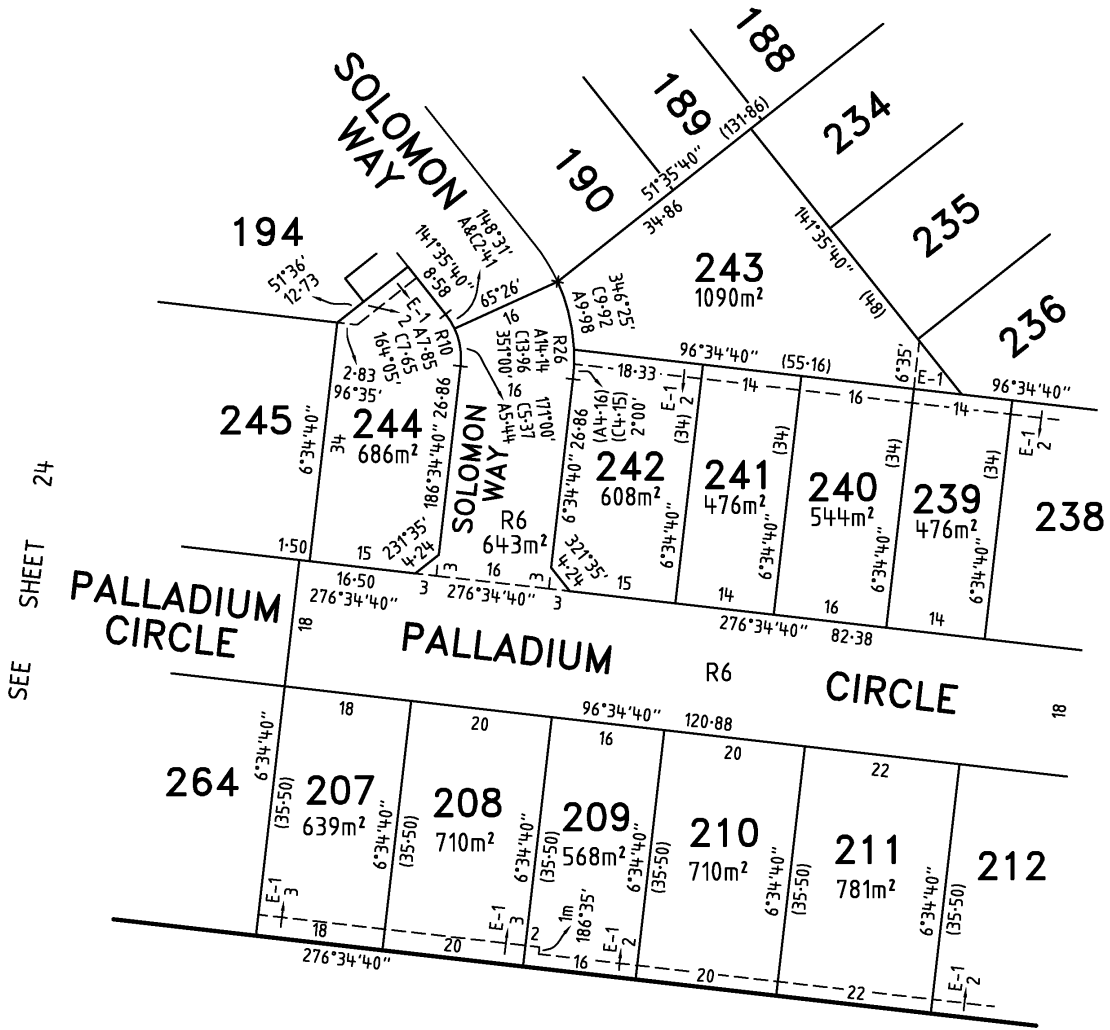
Sheet 20

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET
20



SEE SHEET 24

SEE SHEET 22

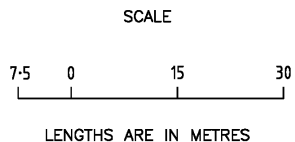
MANDALAY

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ORIGINAL
SCALE
SCALE SHEET SIZE
1:750 A3



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

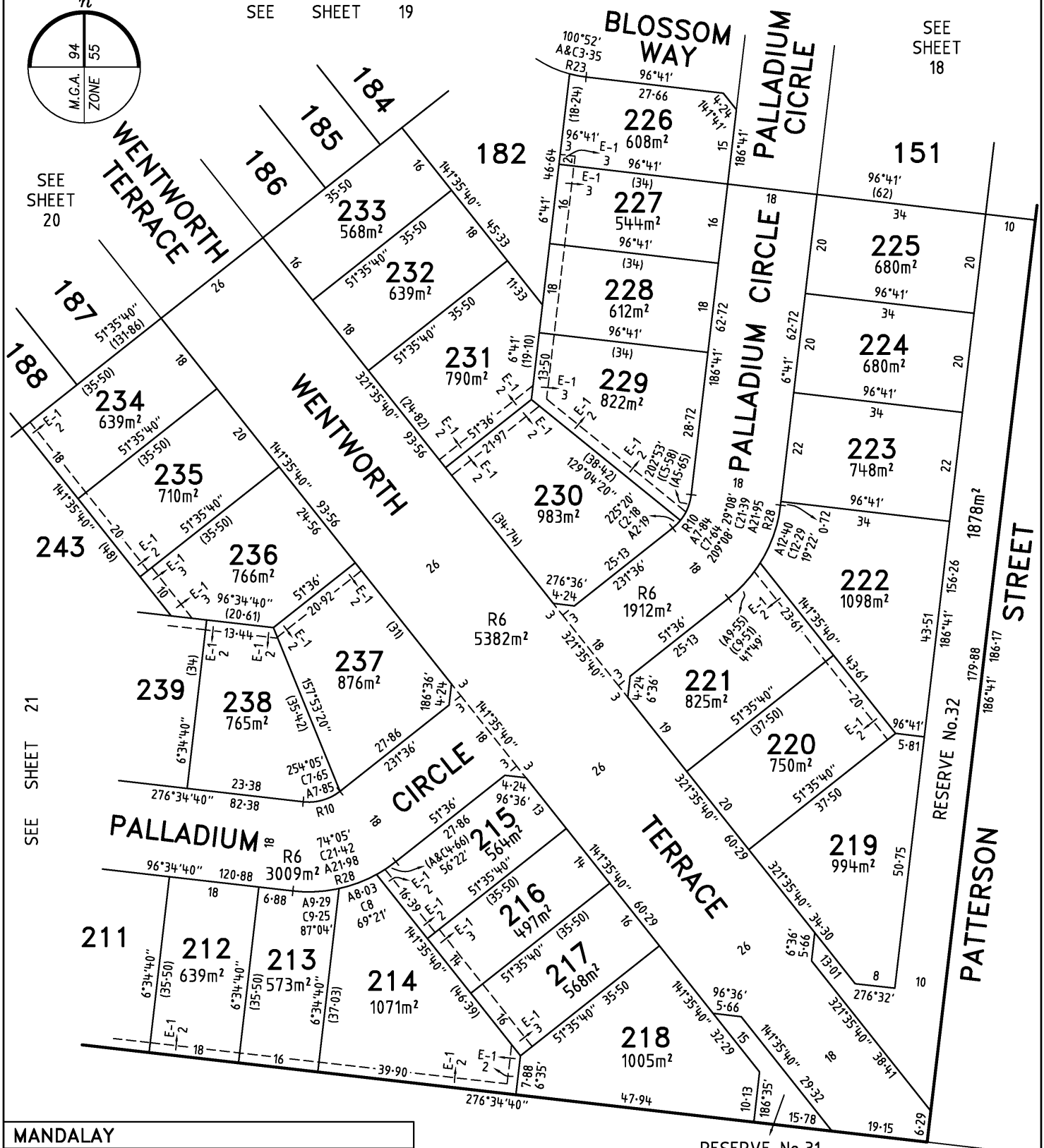
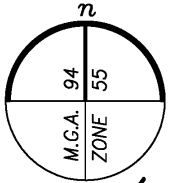
Sheet 21

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

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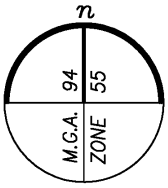
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REF 24610333
DWG 2461035EA 15/05/18 VERSION A

Sheet 22

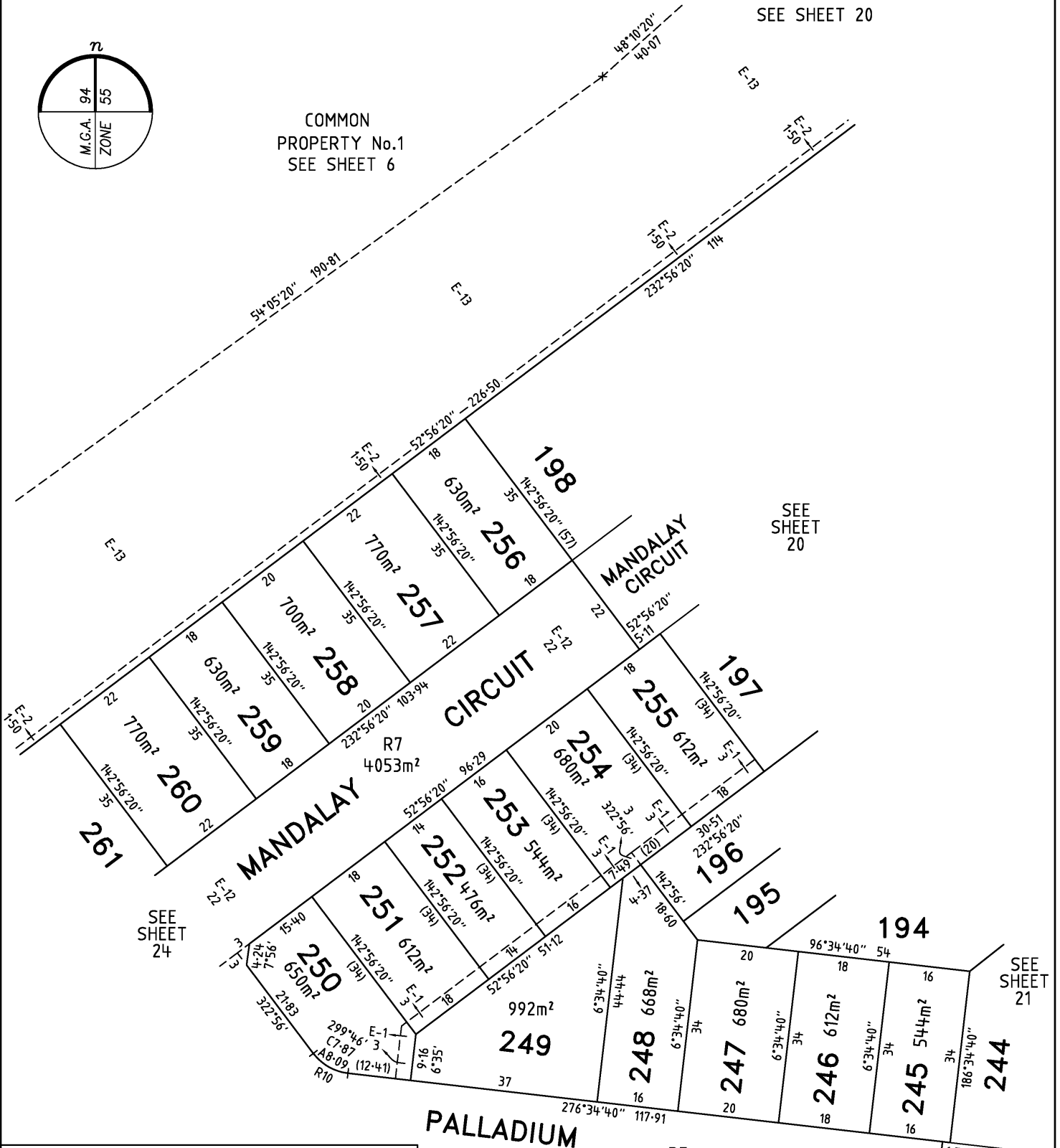
PLAN OF SUBDIVISION

Plan Number
PS 617320S



COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 20



SEE SHEET 20

SEE SHEET 24

SEE SHEET 21

MANDALAY

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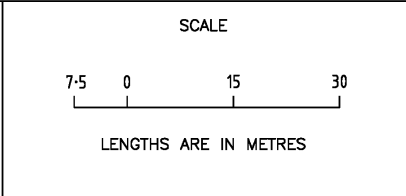
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SEE SHEET 24

SEE SHEET 21

SEE SHEET 20

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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

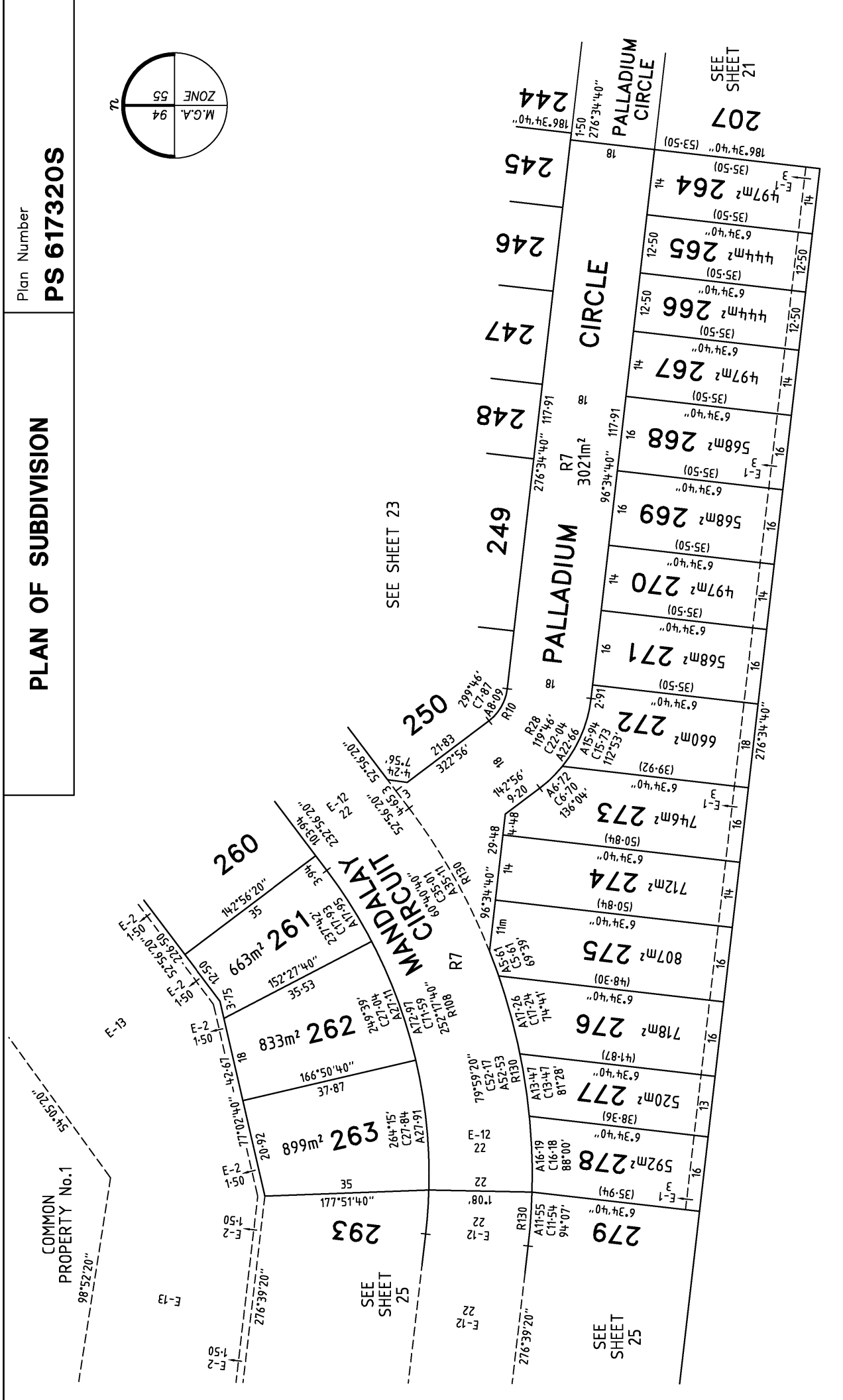
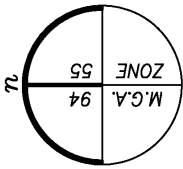
REF 24610333 15/05/18 VERSION A

DWG 2461035EA

Sheet 23

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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SCALE: 1:750 SHEET SIZE: A3 ORIGINAL

SCALE: LENGTHS ARE IN METRES

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

Sheet 24

Plan Number
PS 617320S

PLAN OF SUBDIVISION

COMMON PROPERTY No.1

SEE SHEET 34

S68
(5 PARTS)

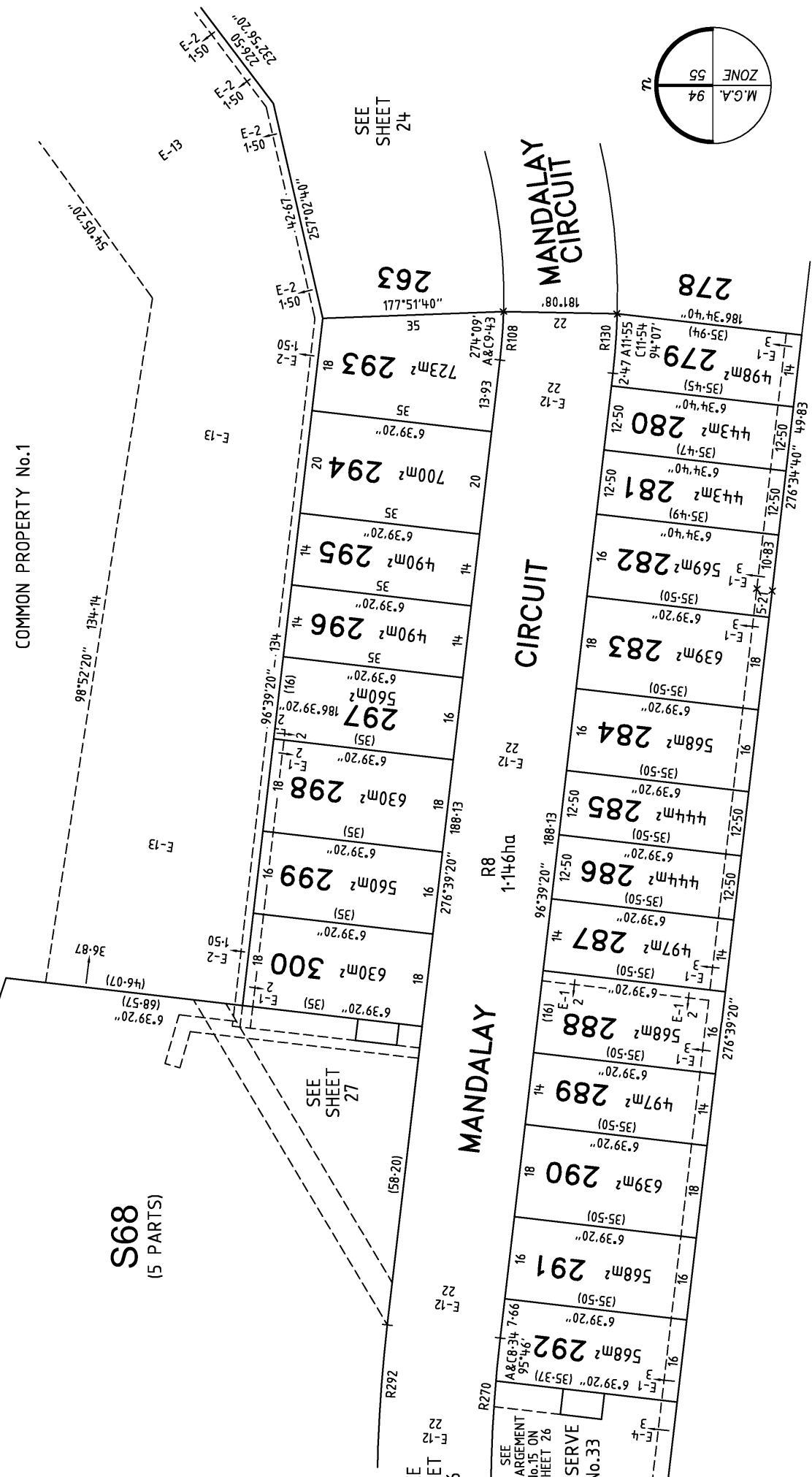
SEE SHEET 27

SEE SHEET 24

SEE SHEET 26

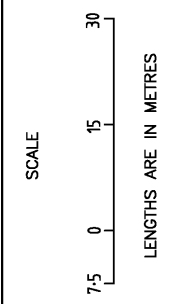
SEE ENLARGEMENT No.15 ON SHEET 26

RESERVE No.33



Sheet 25

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



ORIGINAL
 SCALE SHEET SIZE
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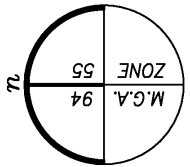


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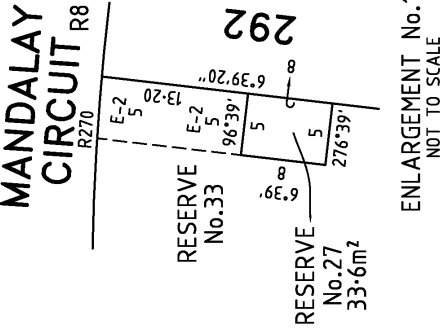
PLAN OF SUBDIVISION

Plan Number

PS 617320S

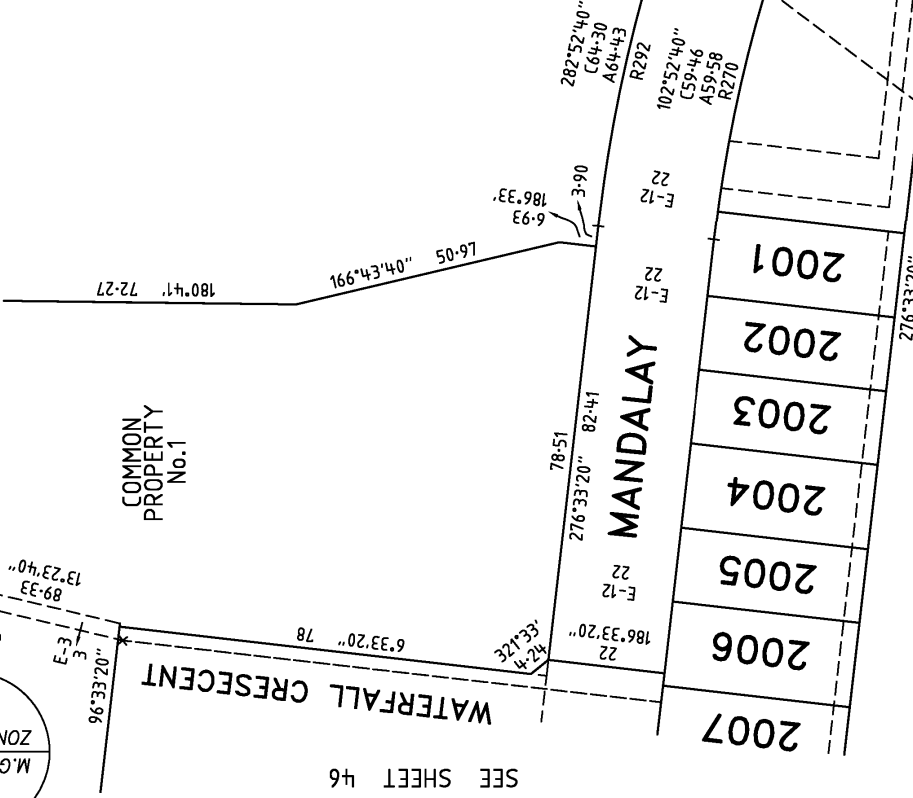


SEE SHEET 34



S68

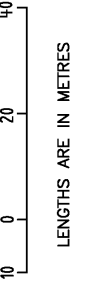
(5 PARTS)
SEE SHEET 6



Sheet 26

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

SCALE



ORIGINAL

SCALE	SHEET SIZE
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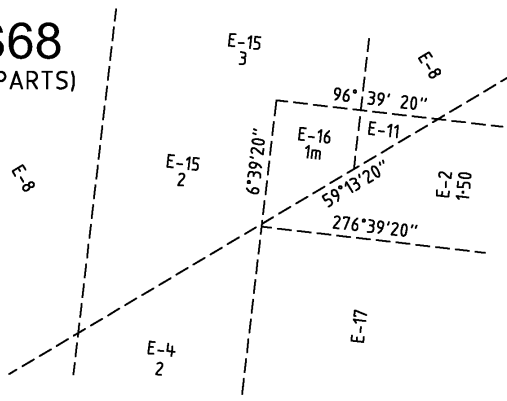
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PLAN OF SUBDIVISION

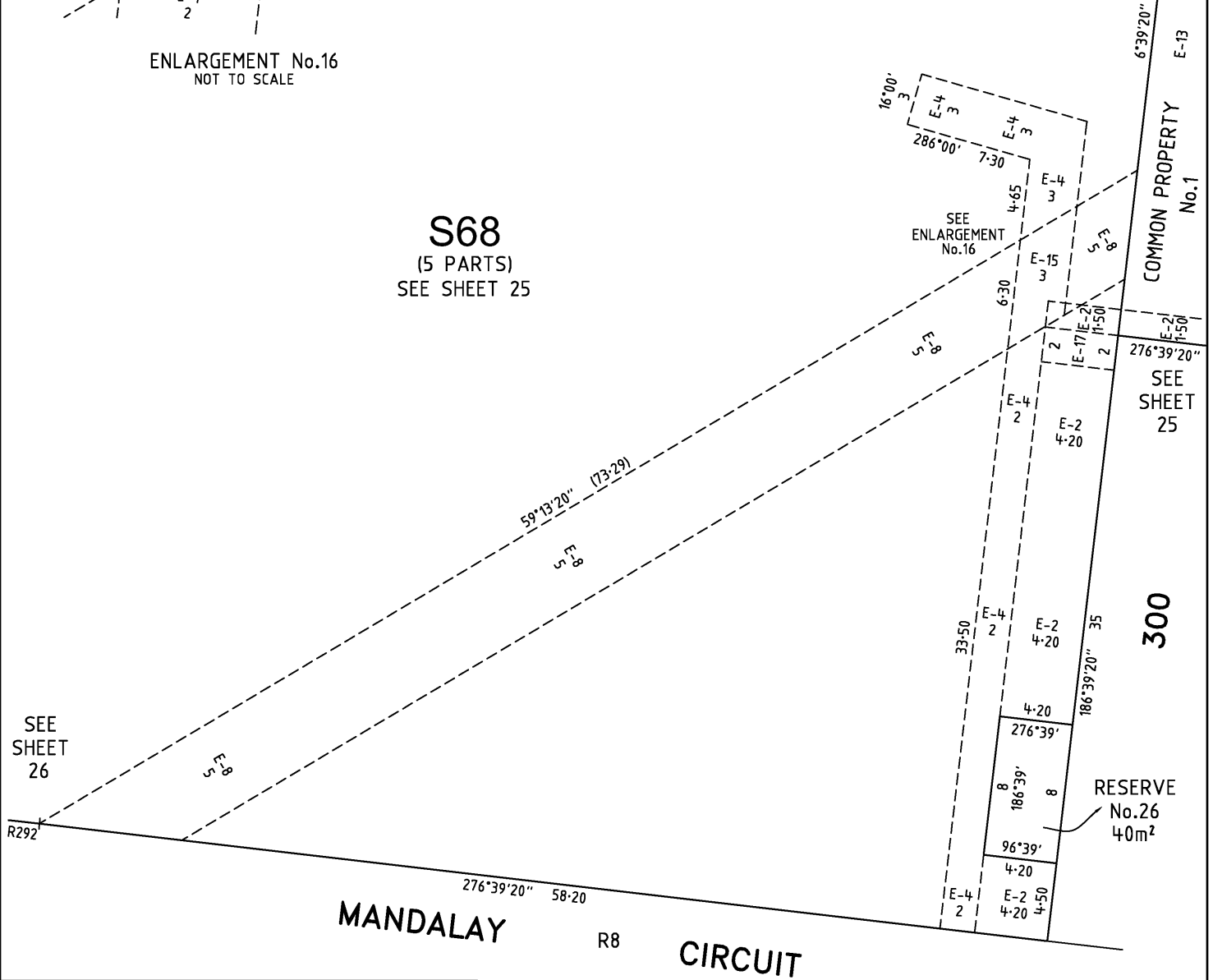
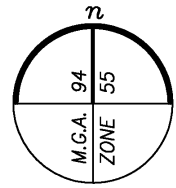
Plan Number
PS 617320S

S68
(5 PARTS)



ENLARGEMENT No.16
NOT TO SCALE

S68
(5 PARTS)
SEE SHEET 25



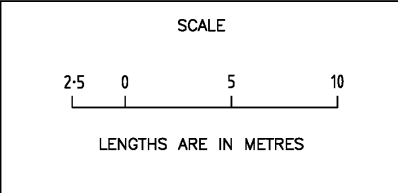
MANDALAY

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Vic 3205 Australia
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ORIGINAL
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1:250
SHEET SIZE
A3



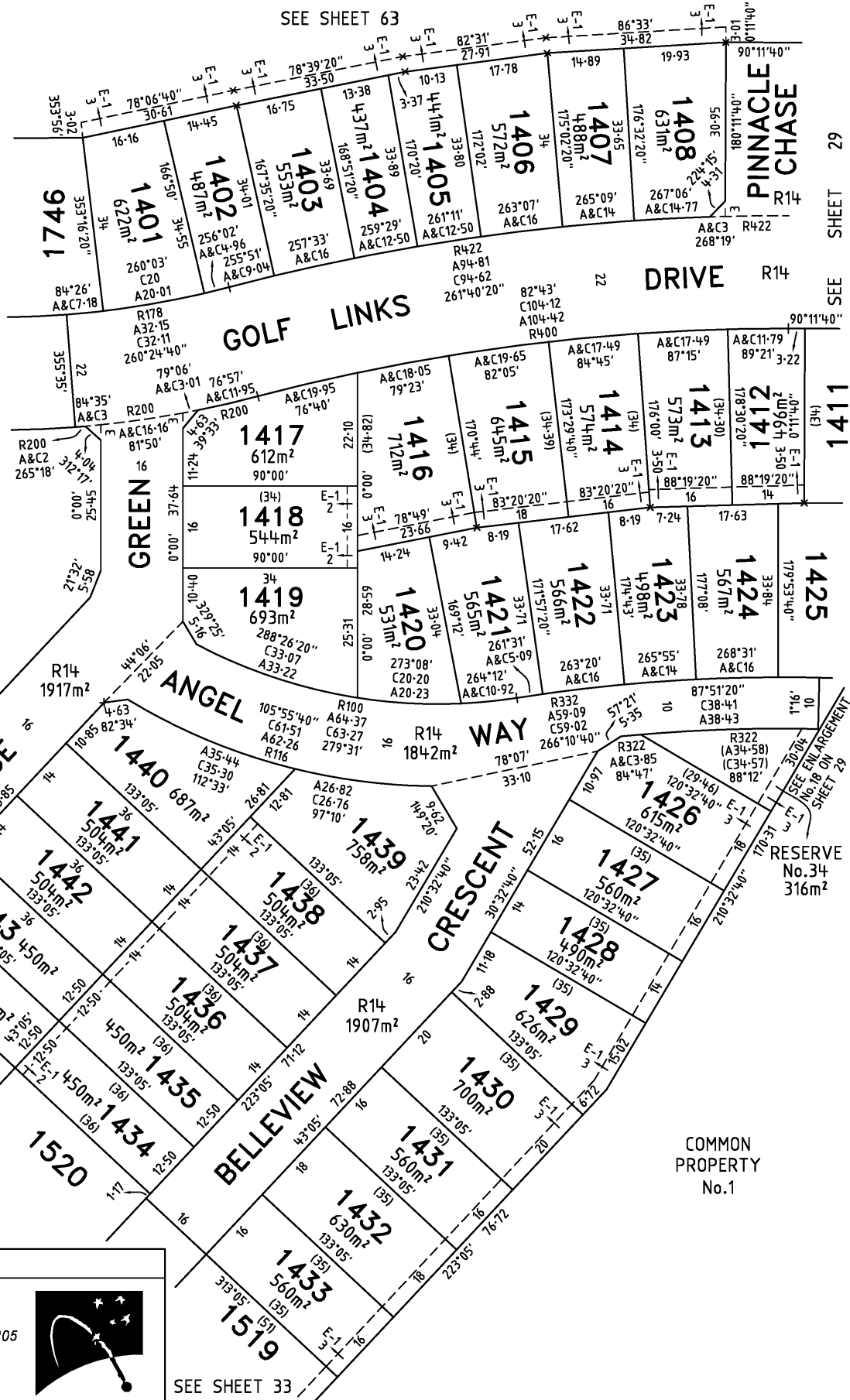
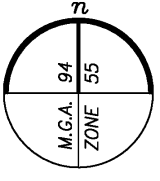
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 27

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 63



SEE SHEET 31

RESERVE No.36
43°05' 77

RESERVE No.35
SEE SHEETS 31 & 32

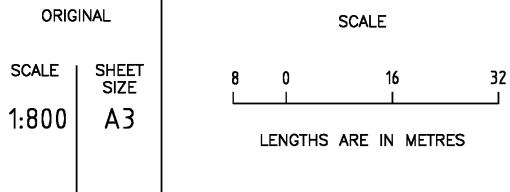
COMMON PROPERTY No.1

MANDALAY

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Vic 3205 Australia
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SEE SHEET 33



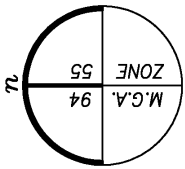
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SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 28

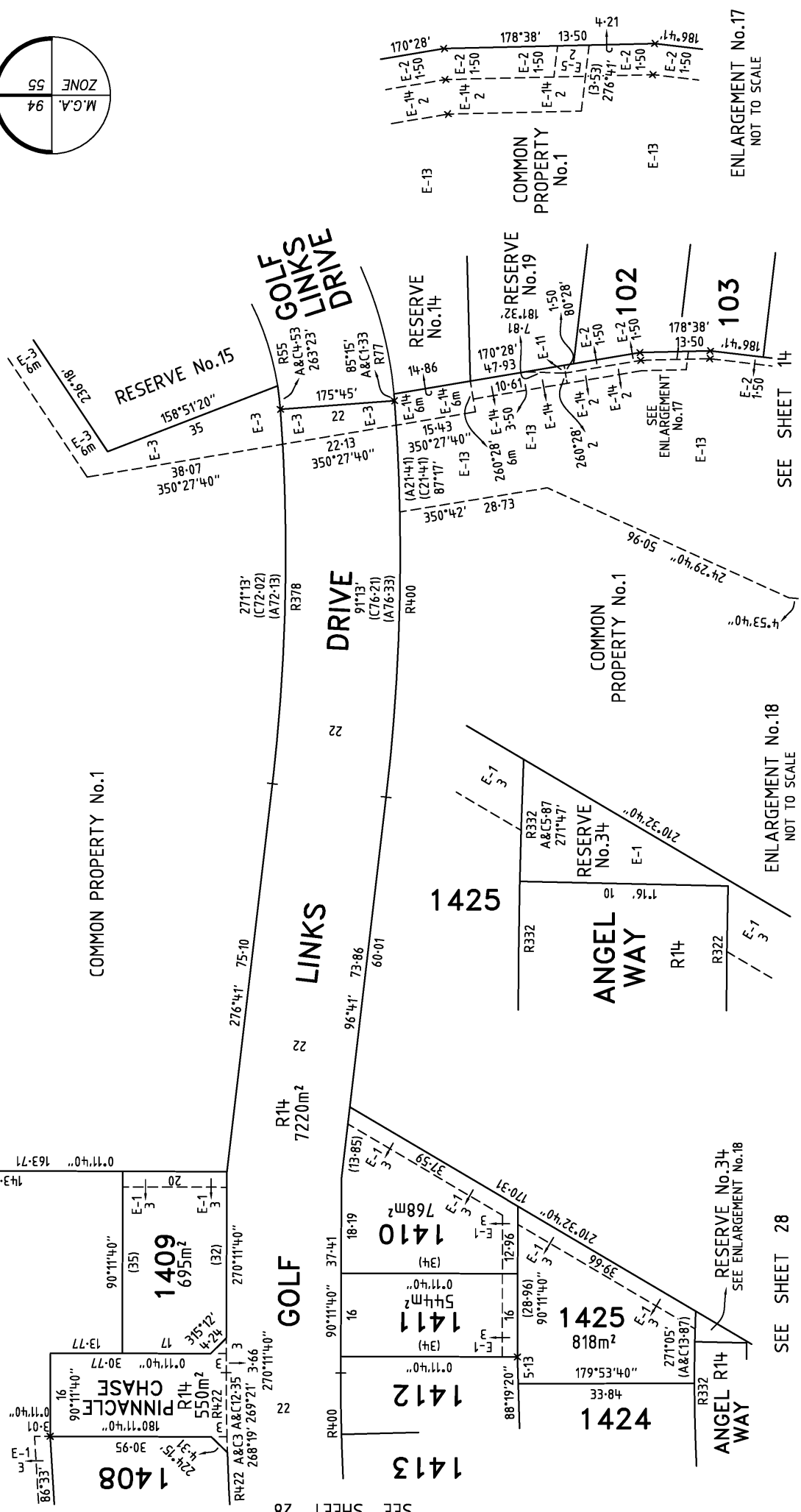
PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 12



SEE SHEET 57



<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>	<p>ORIGINAL</p>	<p>SCALE</p> <p>1:750</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>SCALE</p> <p>7.5 0 15 30</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINTED) GREGORY STUART WILLIAMS</p> <p>SIGNATURE DATE / /</p> <p>REF 24610333</p> <p>DWG 2461035EA</p> <p>15/05/18</p> <p>VERSION A</p>
	<p>SEE SHEET 28</p>	<p>SEE SHEET 28</p>	<p>SEE SHEET 28</p>	<p>SEE SHEET 14</p>	<p>SEE SHEET 14</p>

Plan Number
PS 617320S

PLAN OF SUBDIVISION

SERENITY PLACE
R17
36.4m²

WAY
COMMON PROPERTY No.1

LINKS DRIVE

GOLF DRIVE

MISTRAL R17 WAY
ENLARGEMENT No.19
NOT TO SCALE

MANDALAY

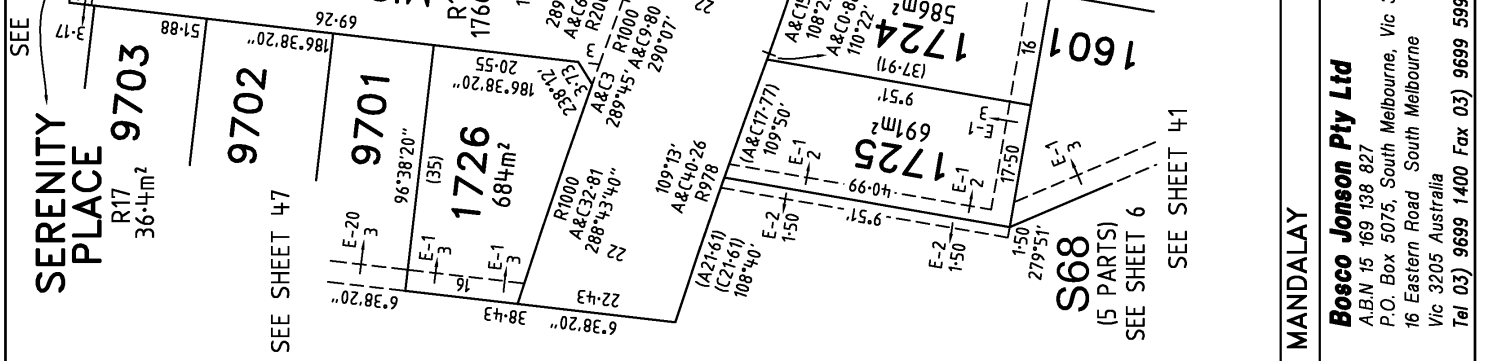
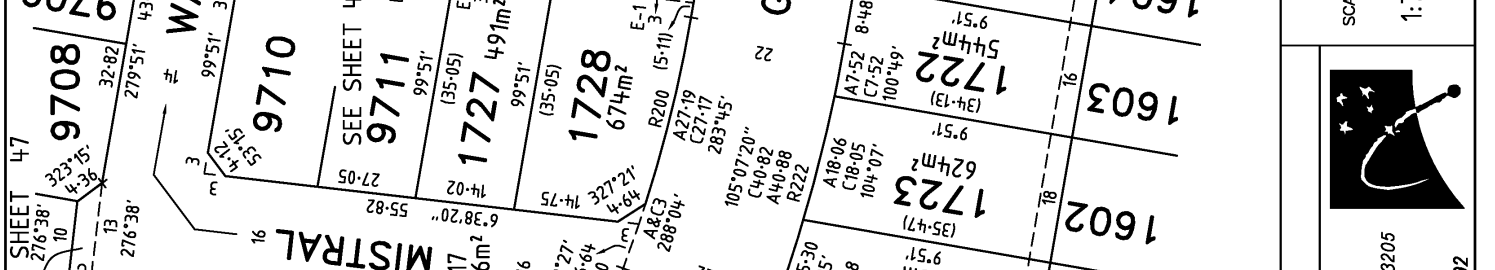
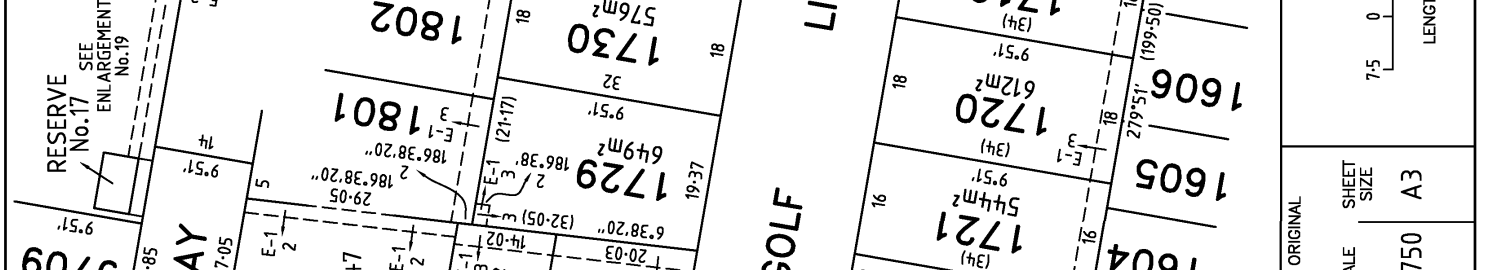
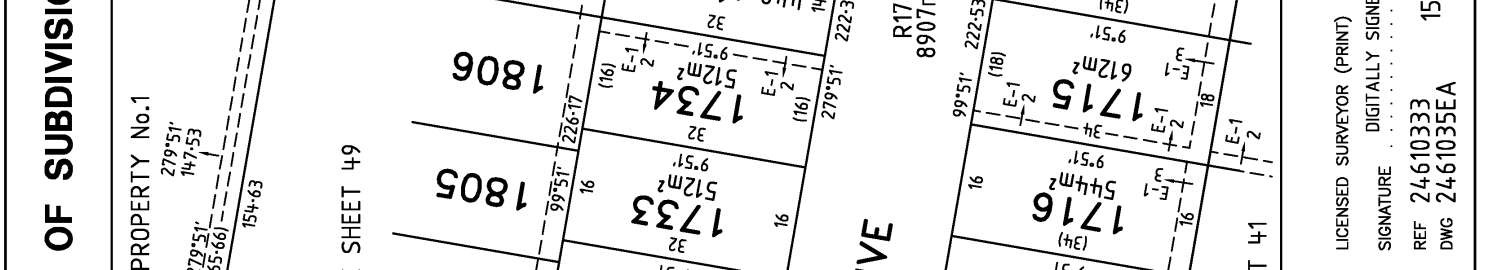
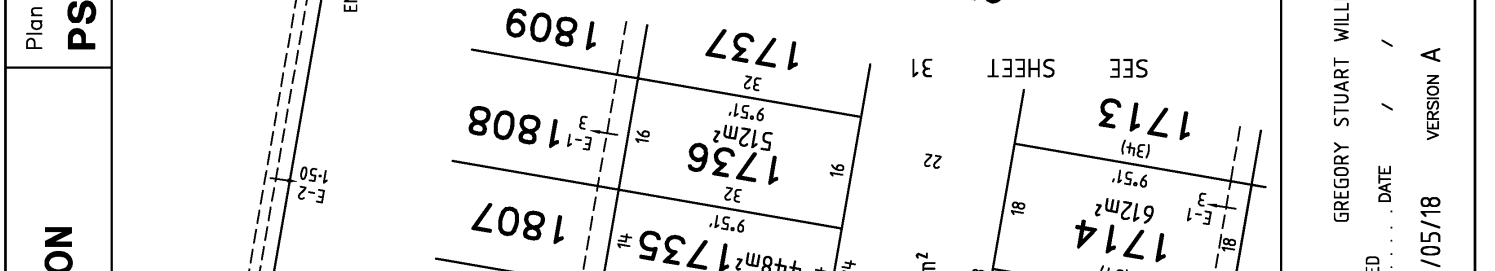
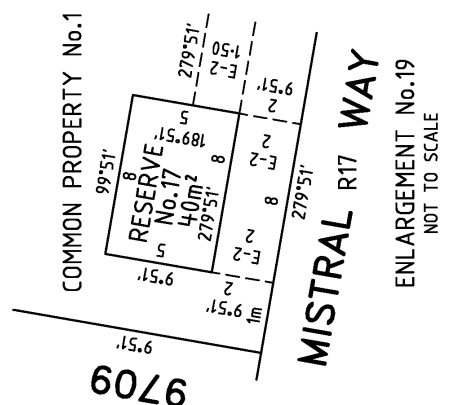
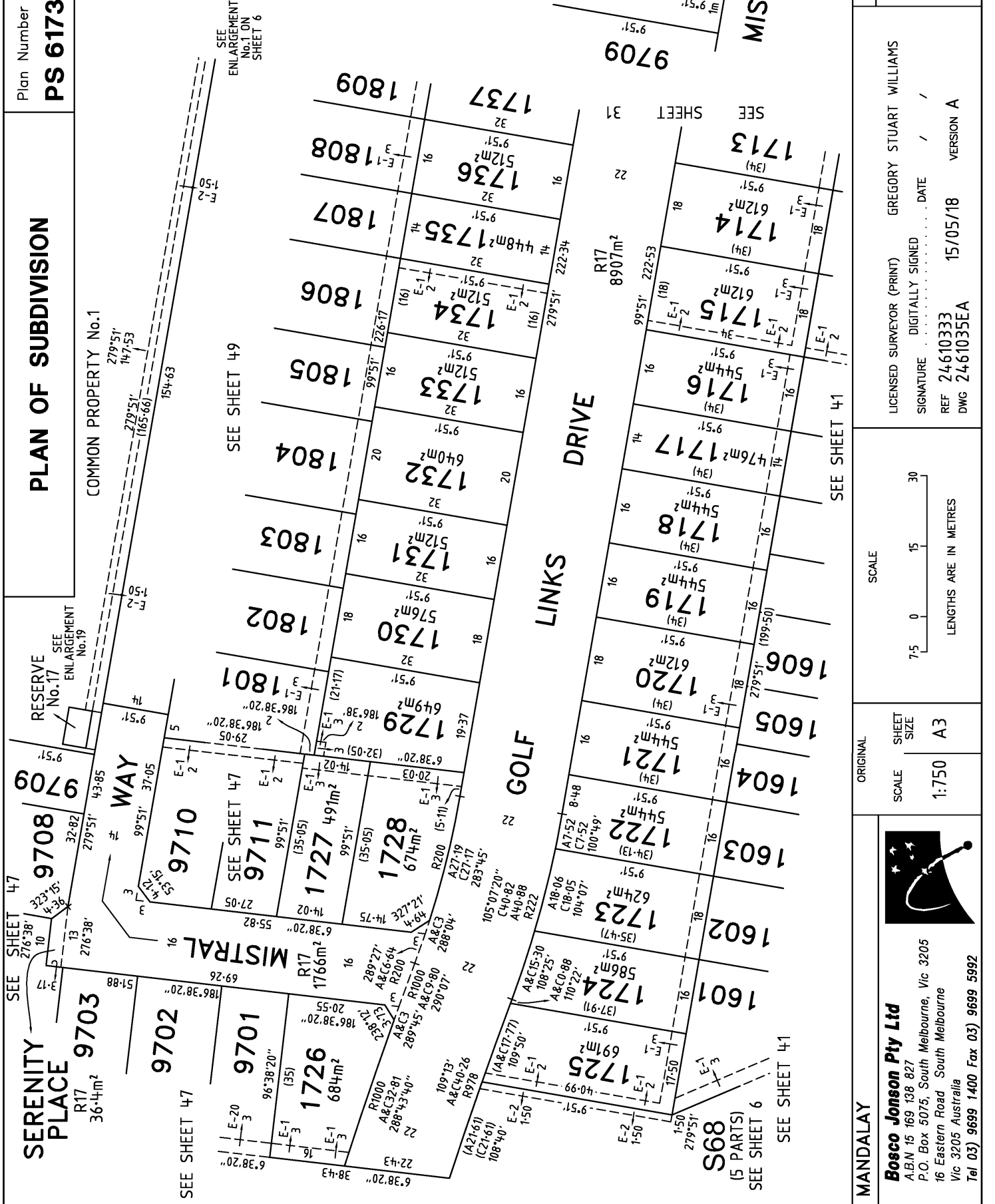
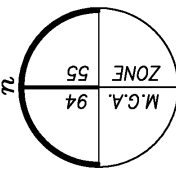
Bosco Jonson Pty Ltd
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Tel (03) 9699 1400 Fax (03) 9699 5992

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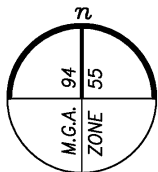
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
DIGITALLY SIGNED
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 30

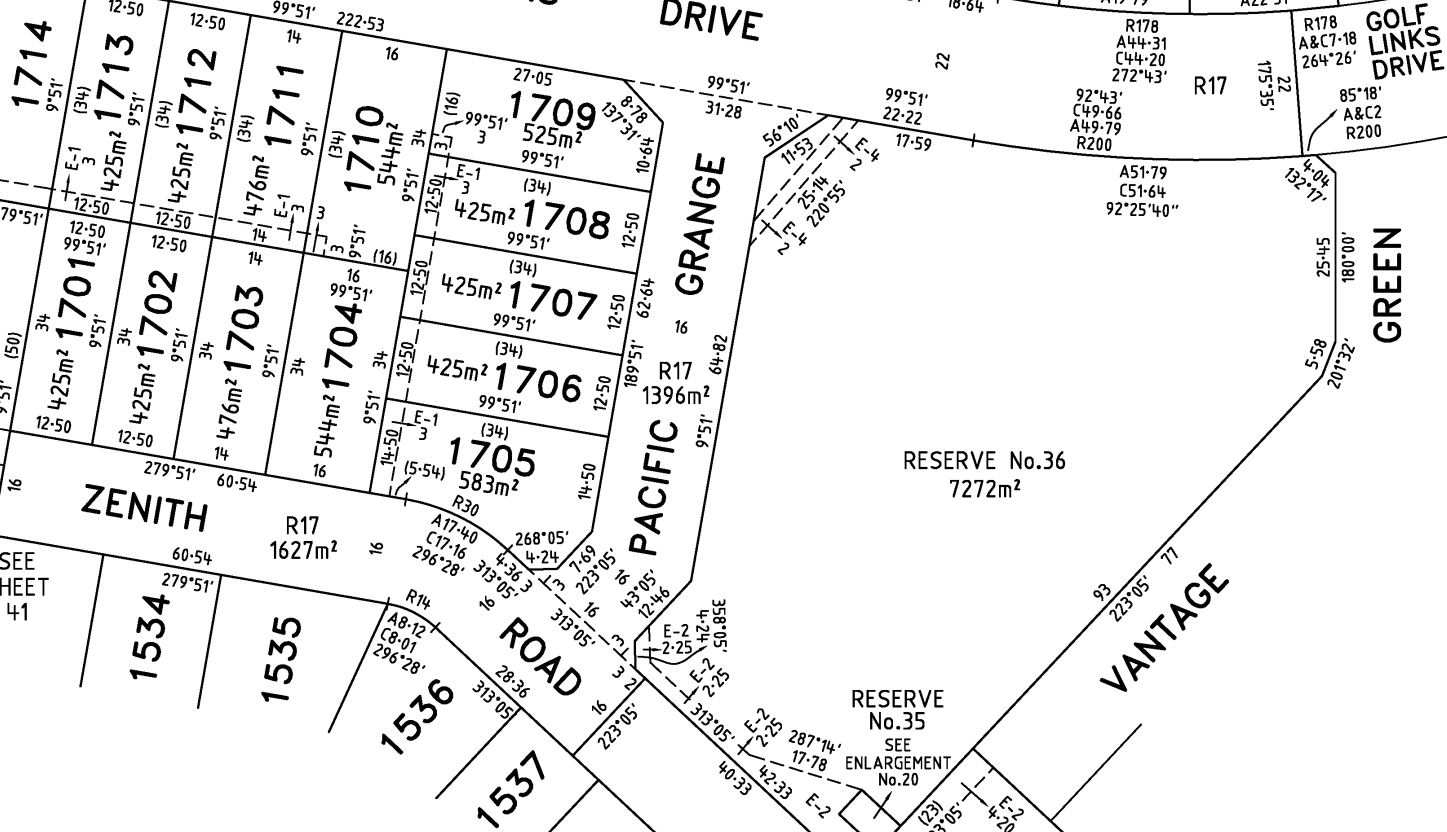
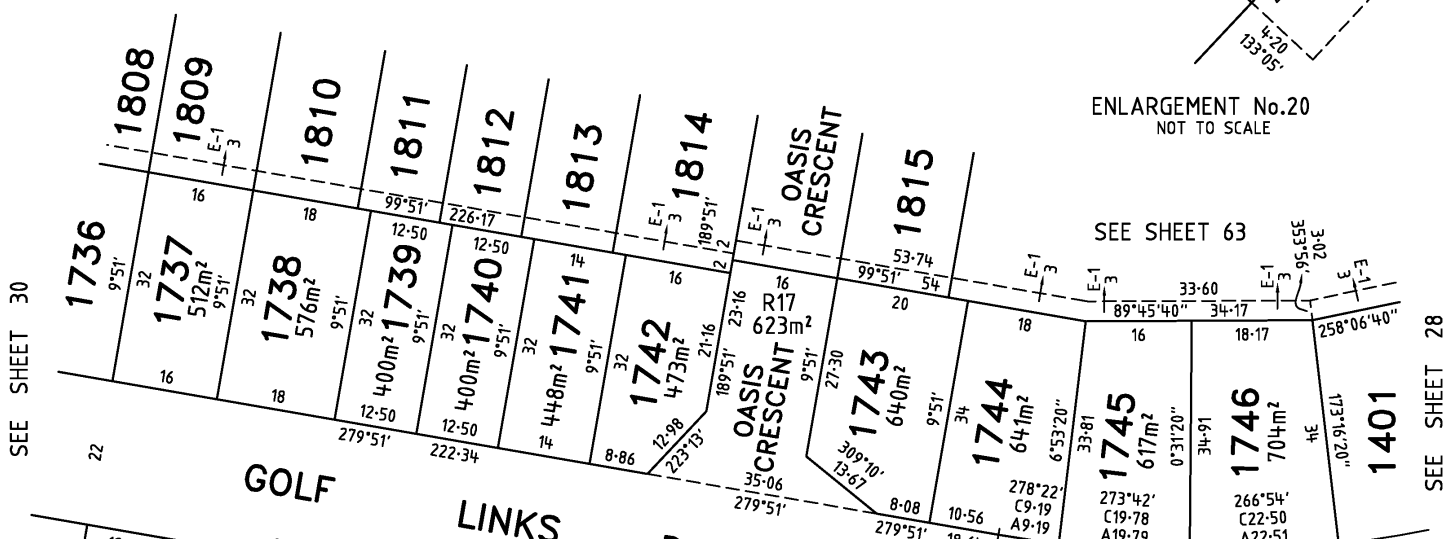
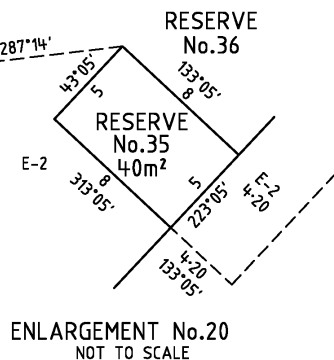


PLAN OF SUBDIVISION

Plan Number
PS 617320S

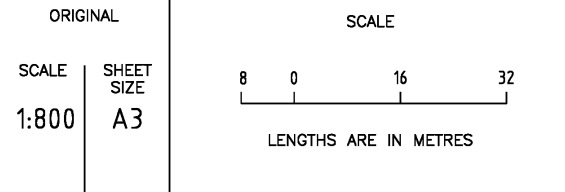


SEE SHEET 49



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SEE SHEET 32

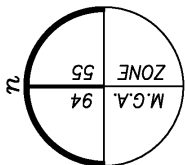
SEE SHEET 28

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

Sheet 31

PLAN OF SUBDIVISION

Plan Number
PS 617320S

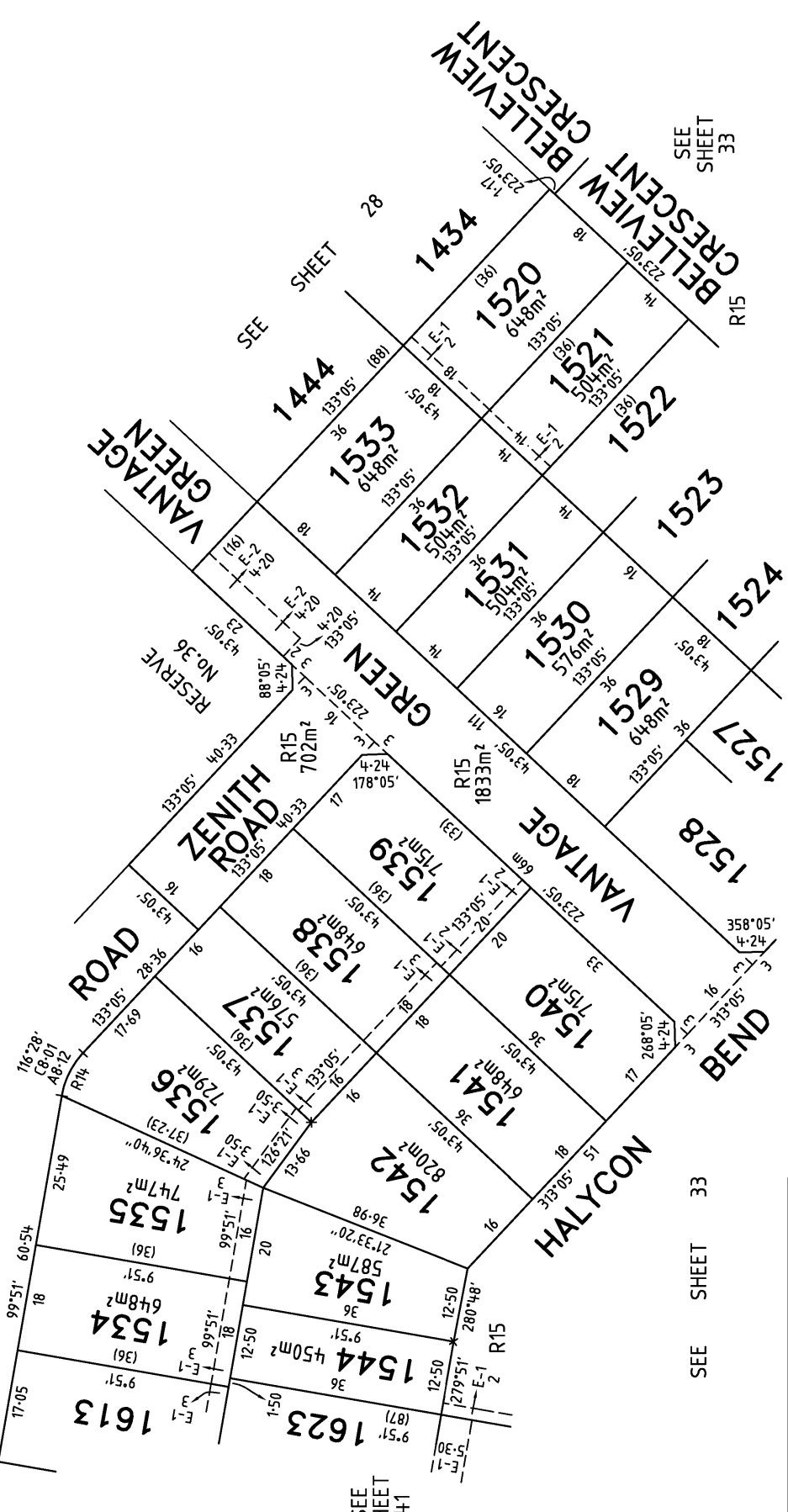


SEE SHEET 41

10-70
E-1
15-30

SEE SHEET 31

ZENITH ROAD

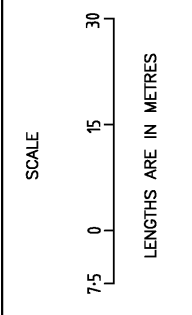


SEE SHEET 33

SEE SHEET 33

Sheet 32

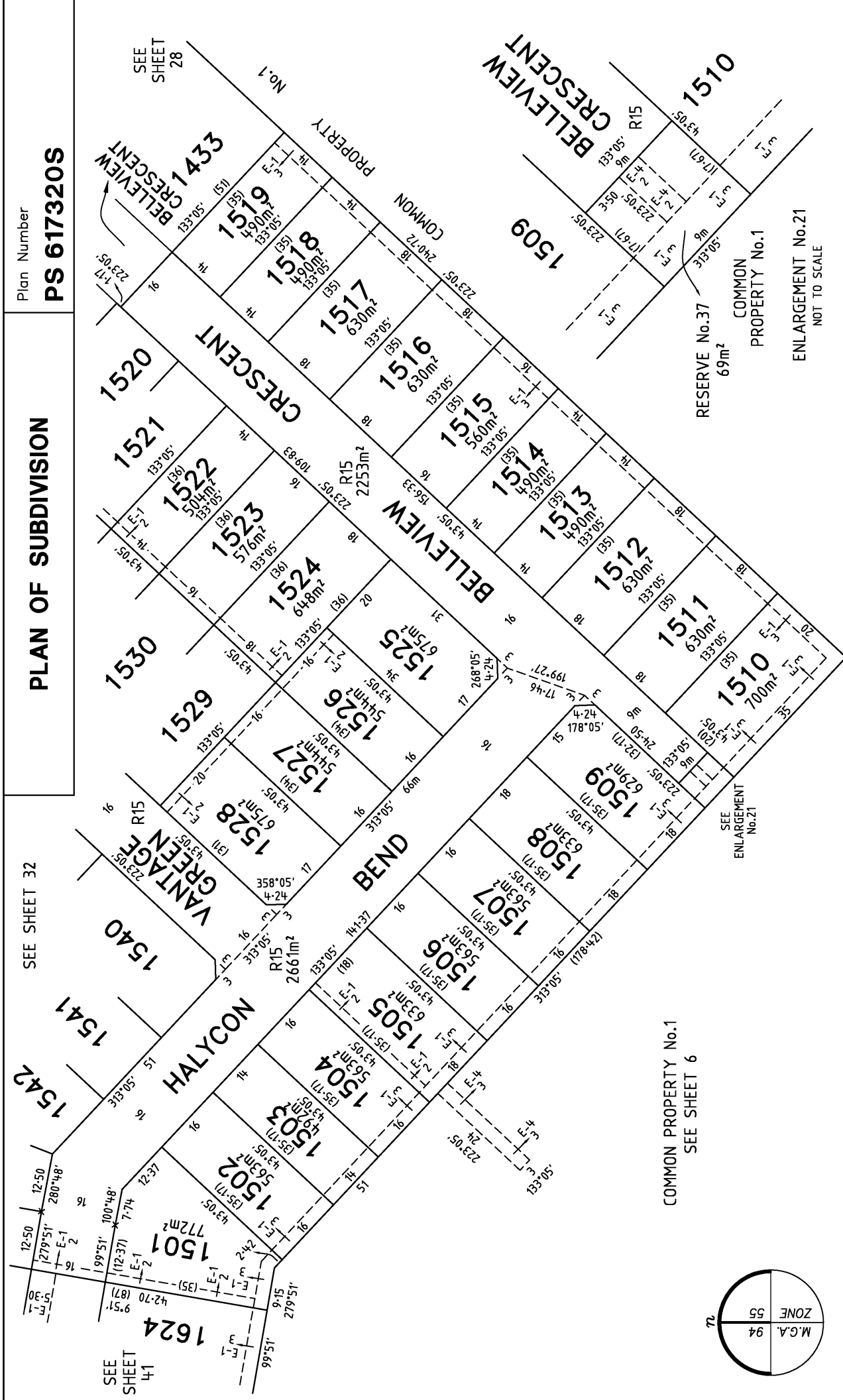
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA



ORIGINAL
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Plan Number
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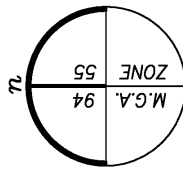
PLAN OF SUBDIVISION

SEE SHEET 32

SEE SHEET 41

SEE SHEET 28

COMMON PROPERTY No.1
SEE SHEET 6



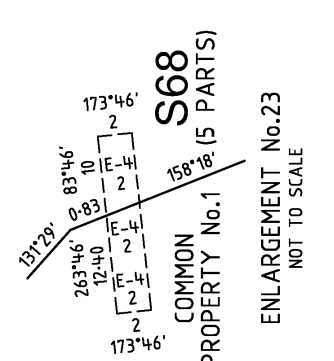
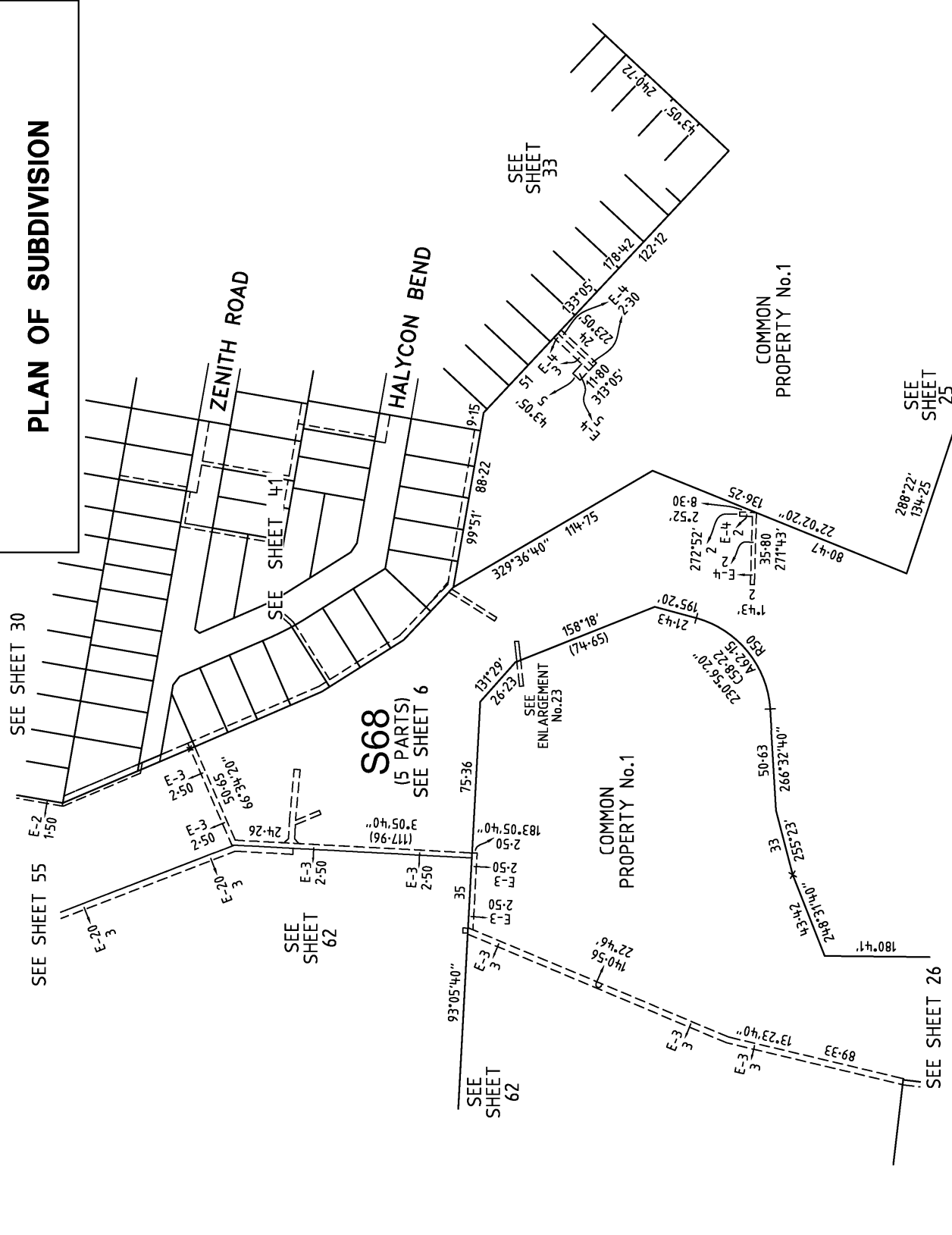
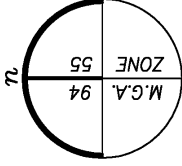
RESERVE No.37
69m²
COMMON PROPERTY No.1
ENLARGEMENT No.21
NOT TO SCALE

SEE ENLARGEMENT No.21

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>	
ORIGINAL	SCALE	SHEET SIZE	SCALE
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DATE / / DIGITALLY SIGNED / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A		Sheet 33	

PLAN OF SUBDIVISION

Plan Number
PS 617320S




MANDALAY	Sheet 34
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LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
SIGNATURE	DATE
REF	15/05/18
DWG	VERSION A

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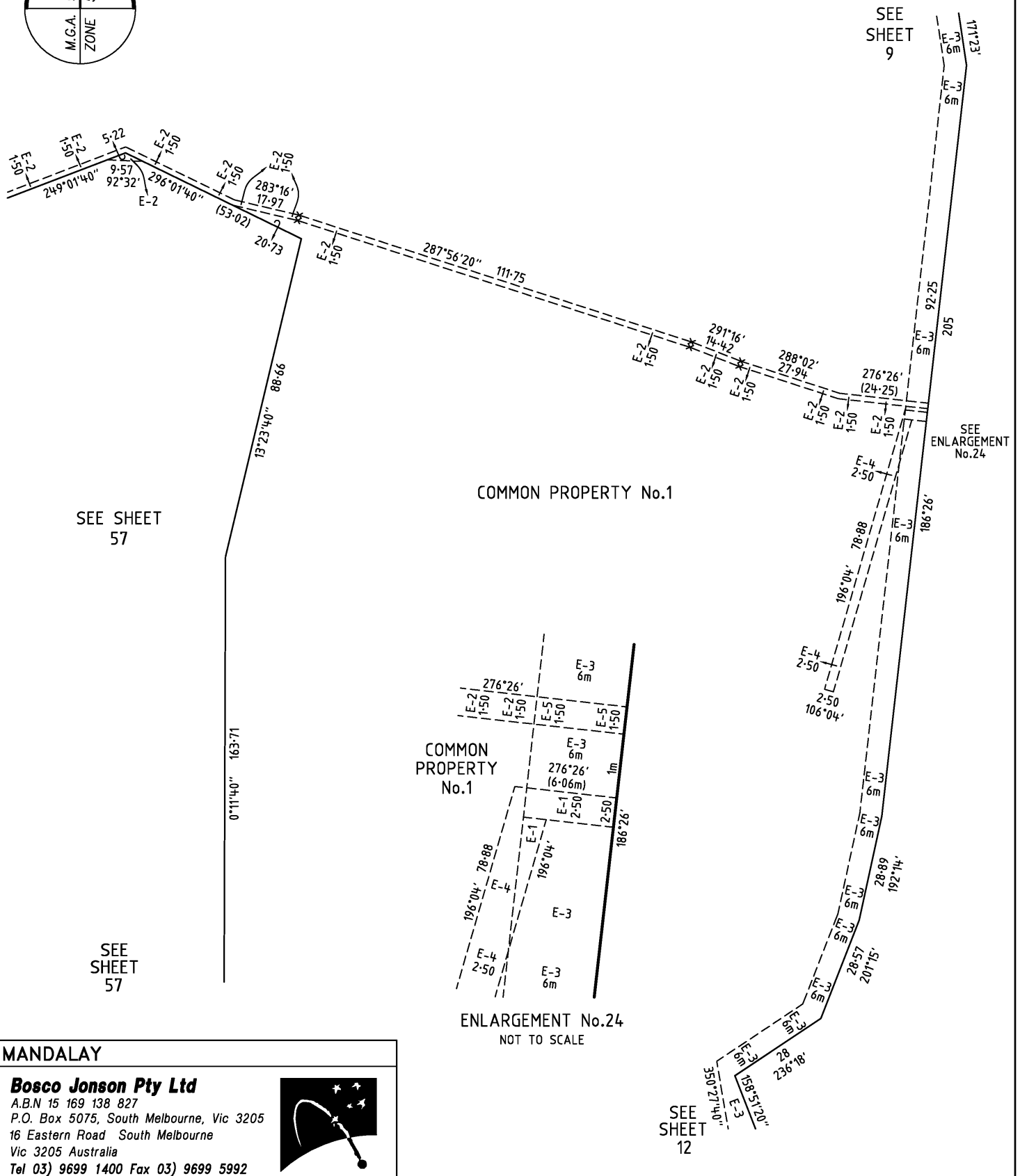
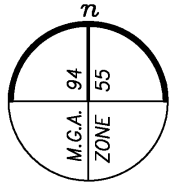
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PLAN OF SUBDIVISION

Plan Number
PS 617320S

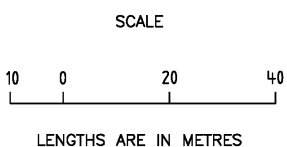


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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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ORIGINAL
 SCALE
 SHEET SIZE
1:1000
A3

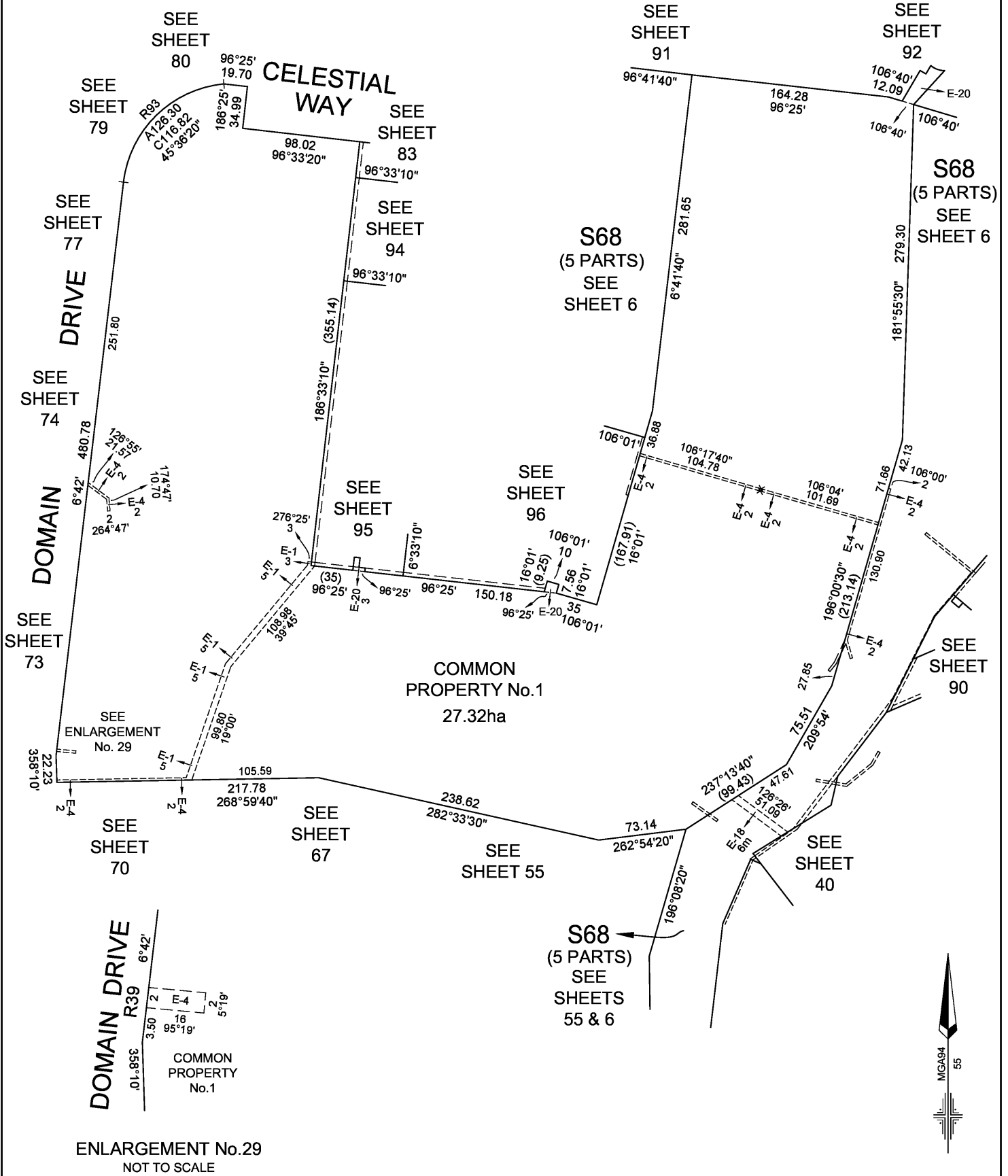



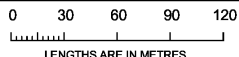
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 35

PLAN OF SUBDIVISION

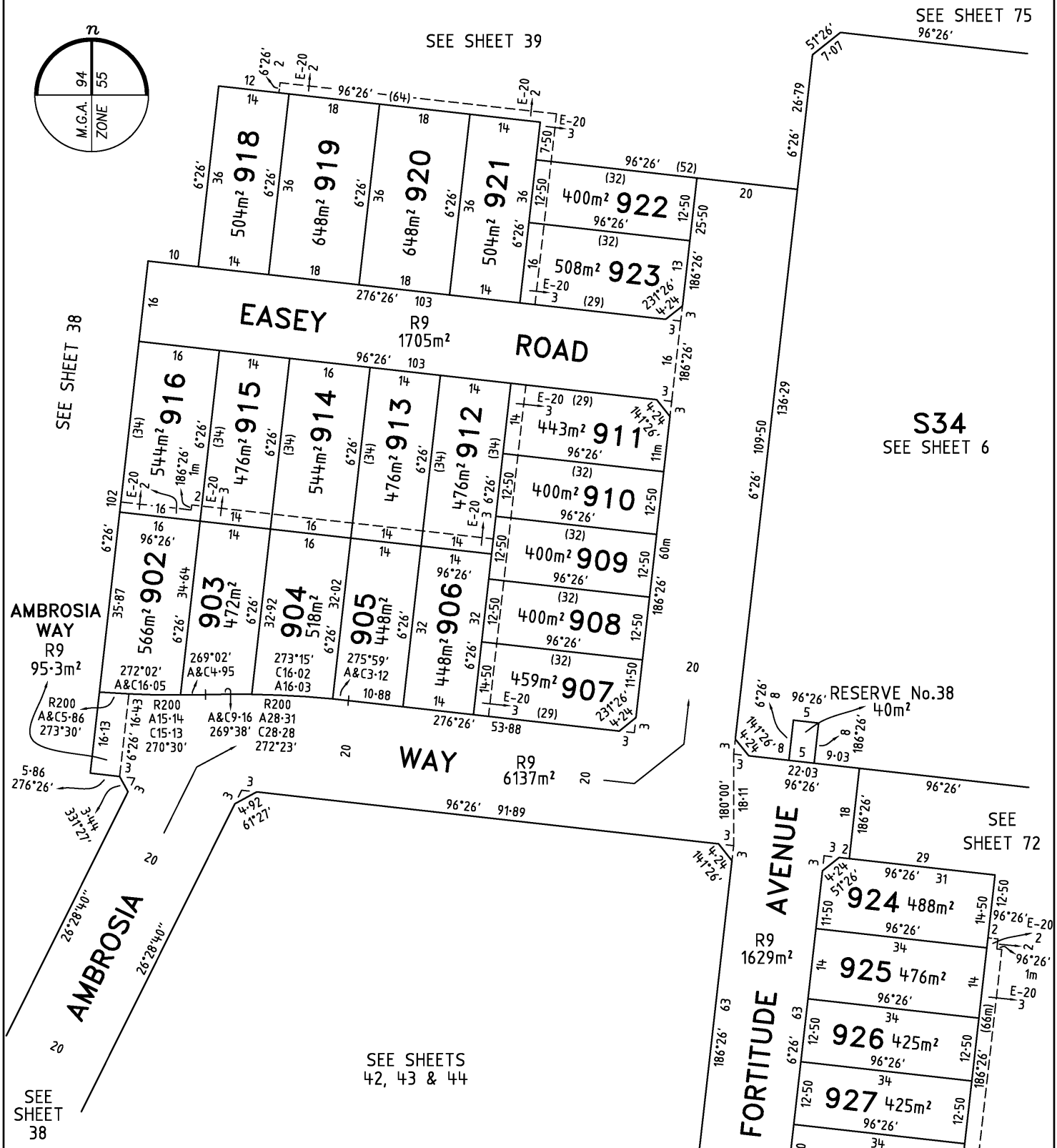
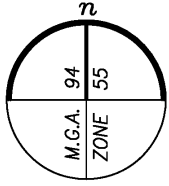
PS 617320S



 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:3000	 <p>LENGTHS ARE IN METRES</p>
	DATE: 02/11/2023 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 36

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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 Vic 3205 Australia
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ORIGINAL	SCALE
SCALE 1:750	SHEET SIZE A3
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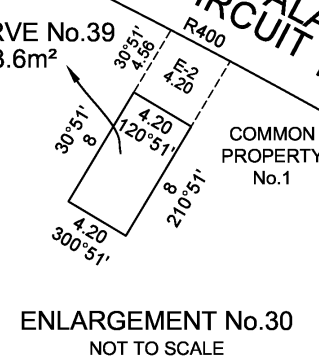
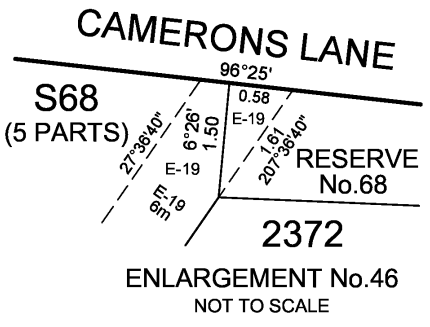
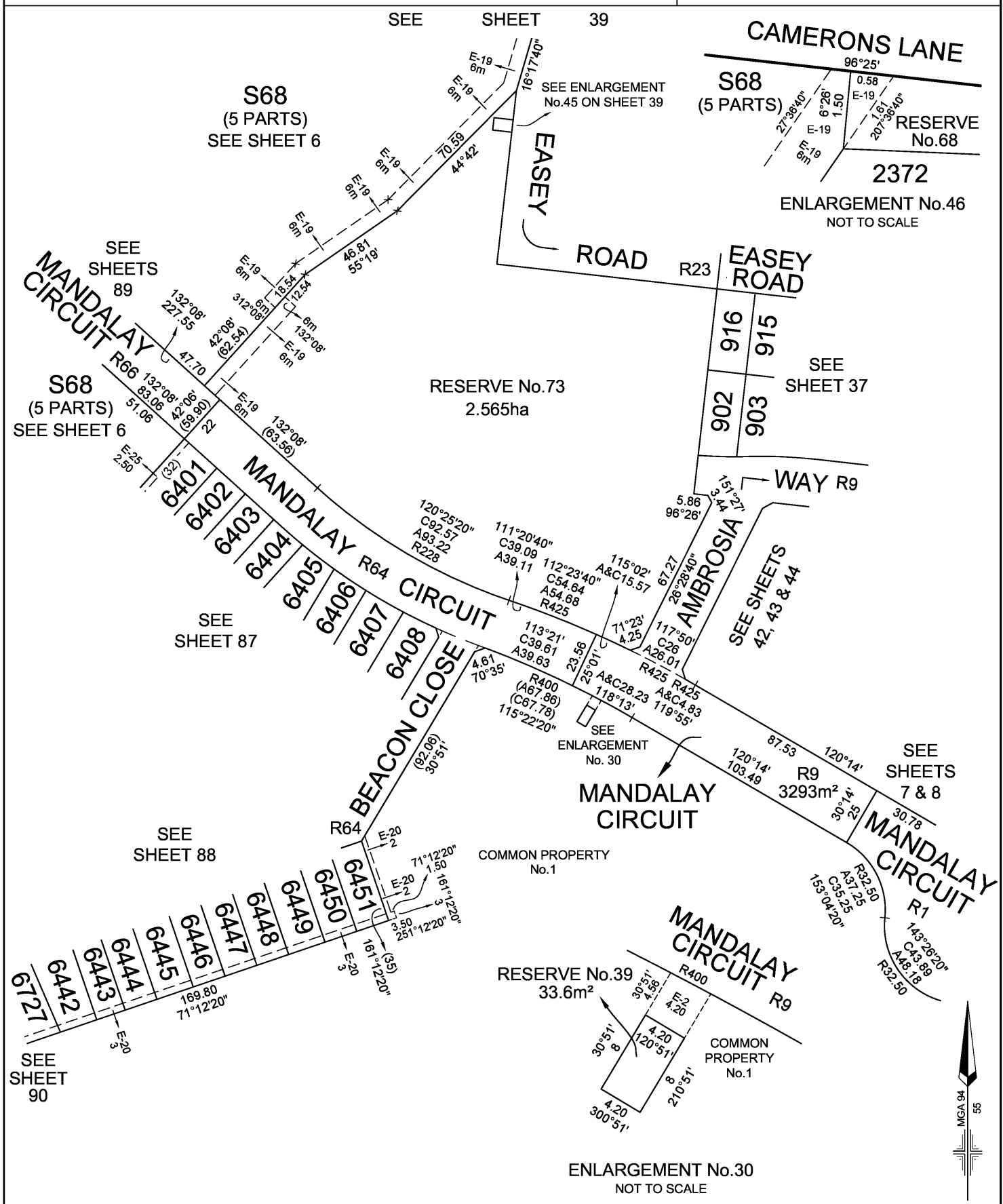
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 37

PLAN OF SUBDIVISION

PS 617320S

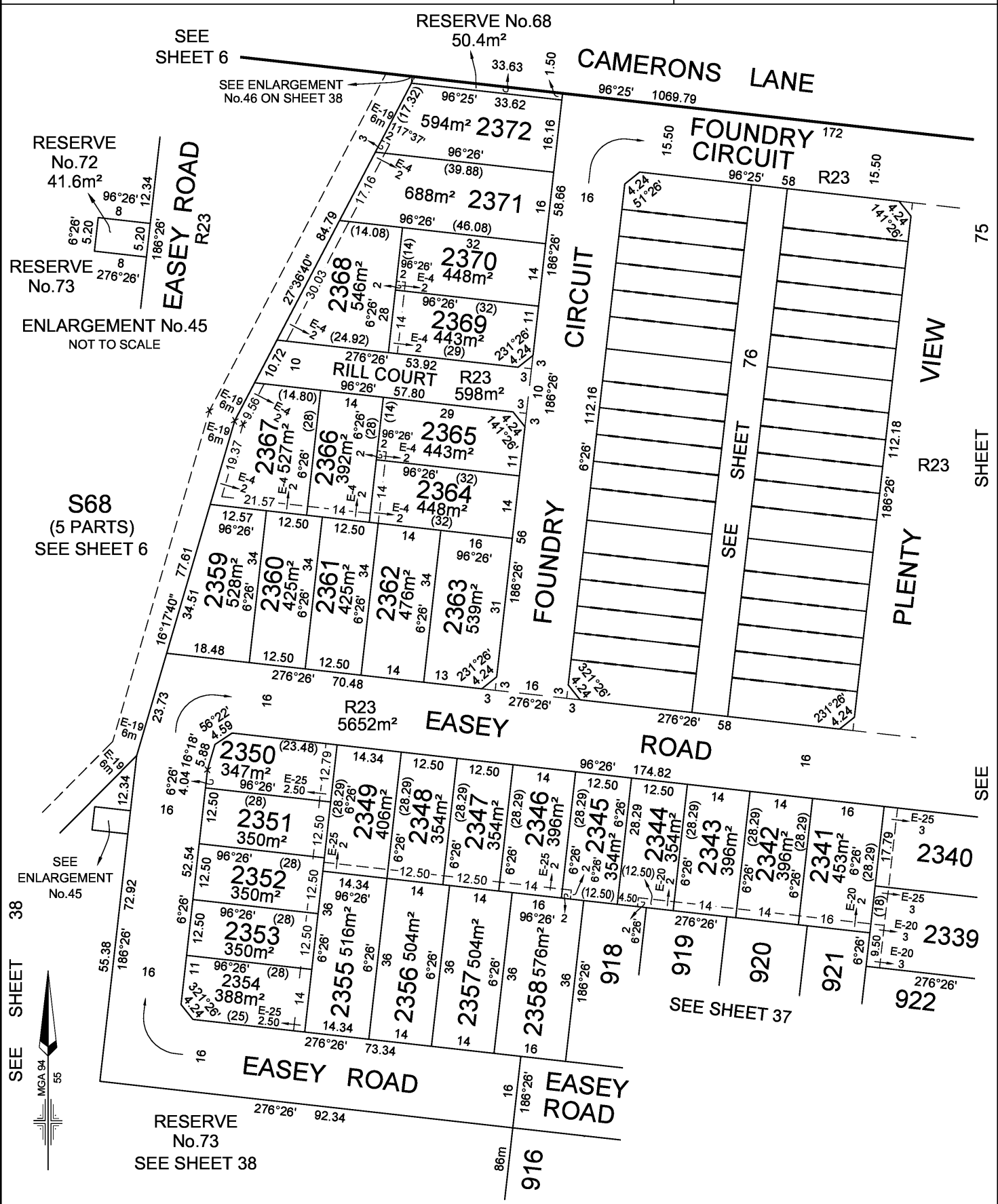
SEE SHEET 39


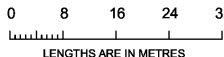


<p>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:1500	<p>LENGTHS ARE IN METRES</p>
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PLAN OF SUBDIVISION

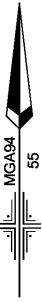
PS 617320S



MANDALAY  Lyssna Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	 LENGTHS ARE IN METRES
	DATE: 02/11/23 DRAWING: CMO056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 39

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 90

SEE SHEET 36

COMMON PROPERTY No.1

S68
(5 PARTS)

6715

SEE SHEET 55

SEE ENLARGEMENT
No.35 ON SHEET 47

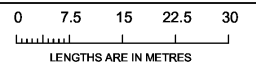
COMMON PROPERTY No.1

SEE SHEET 47

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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: 02/11/23
DRAWING: CM0056AA

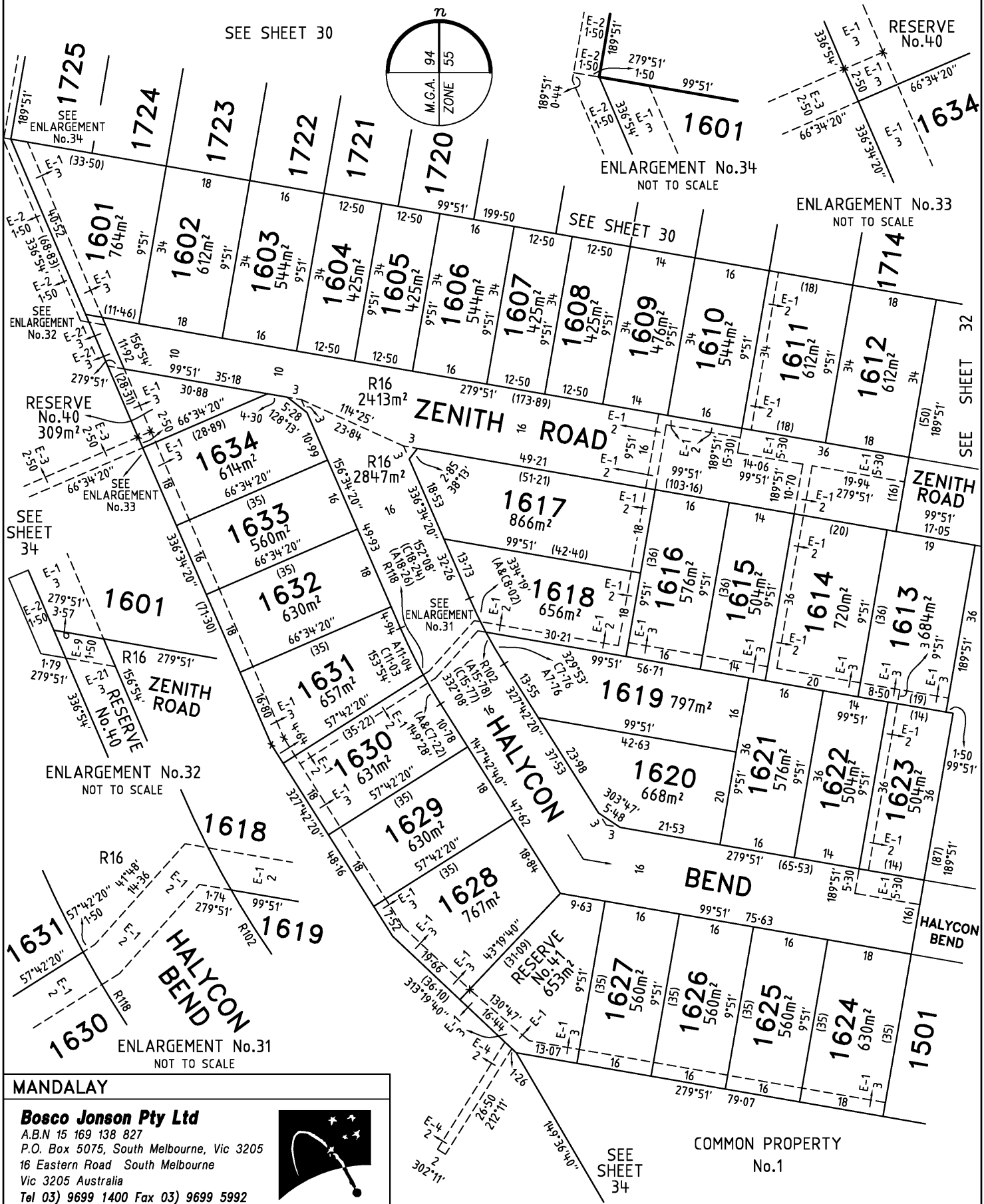
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 40

LyssnaGroup.com

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS		Sheet 41
SIGNATURE DATE / /		
REF 24610333	15/05/18	
DWG 2461035EA	VERSION A	

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.



AMBROSIA WAY

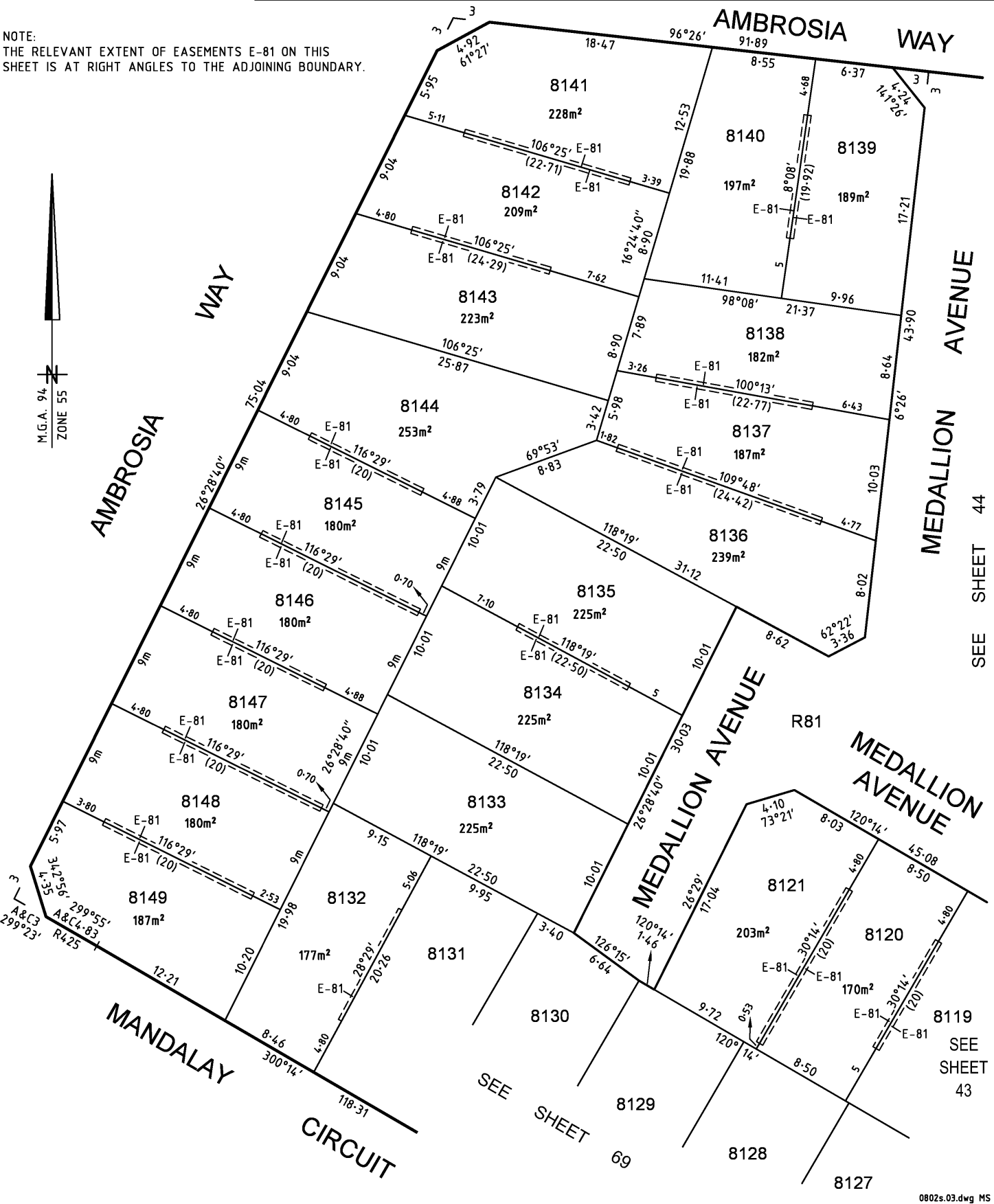
AMBROSIA WAY

MEDALLION AVENUE

MEDALLION AVENUE

MEDALLION AVENUE

MANDALAY CIRCUIT



SEE SHEET 44

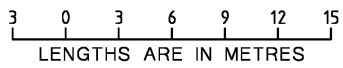
SEE SHEET 43

0802s.03.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE 1:300

SHEET 42

ORIGINAL SHEET SIZE A3

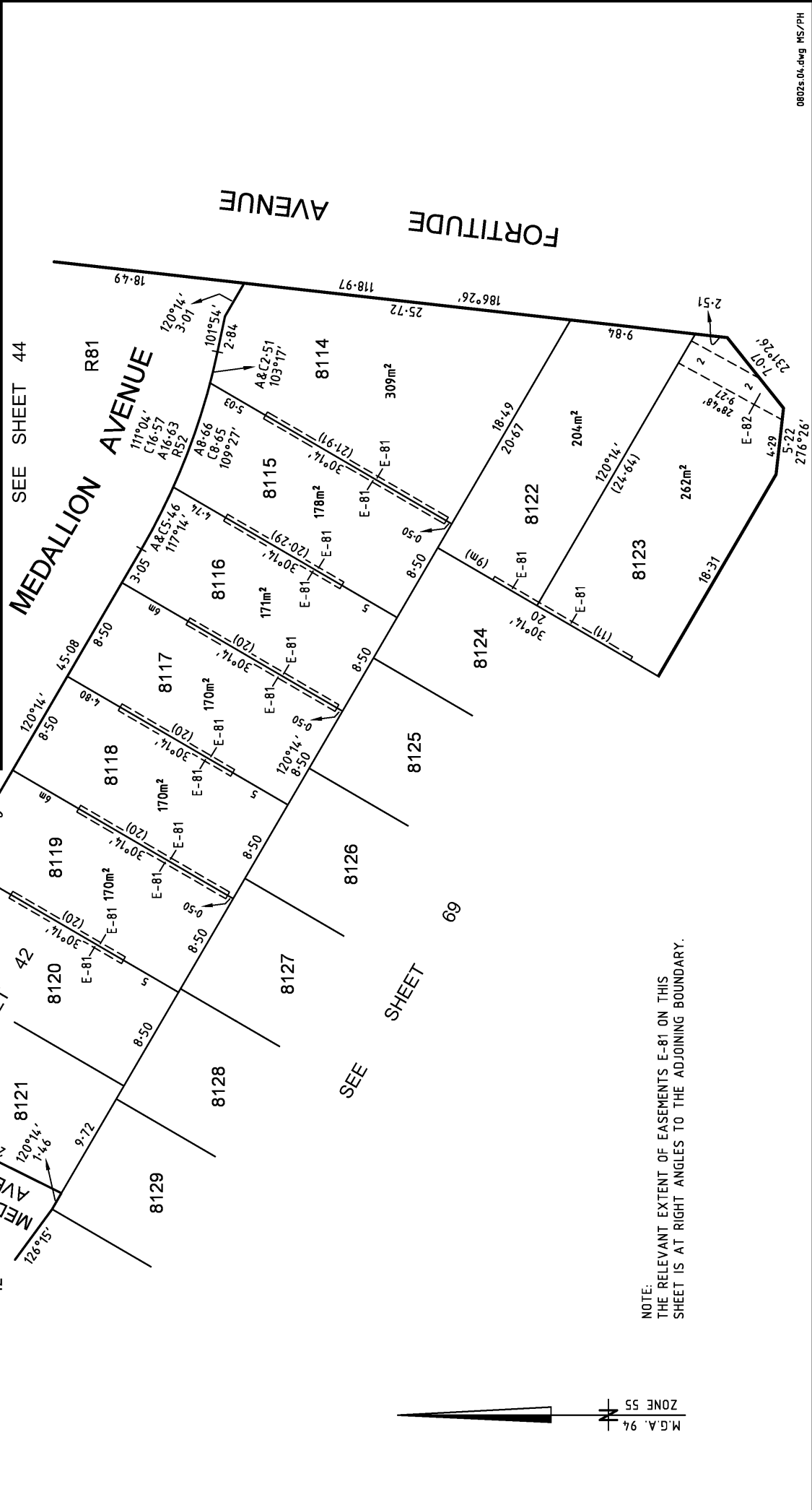
DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF 0802s

VERSION K

PLAN OF SUBDIVISION
PS 617320S

PLAN NUMBER
PS 617320S



0802s.04.dwg MS/PH

SHEET 43

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF 0802S

VERSION K

ORIGINAL SCALE 1:300

SCALE

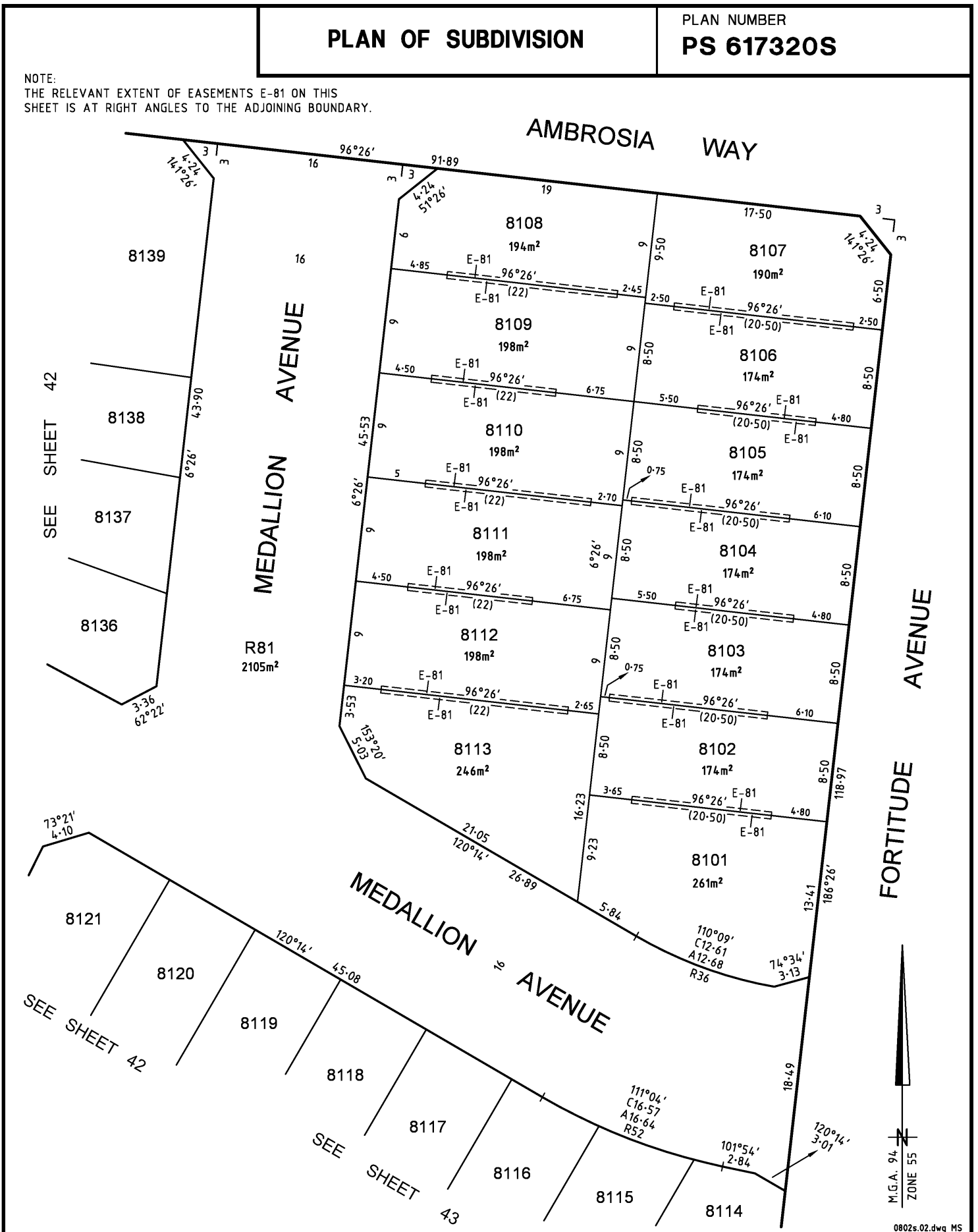
LENGTHS ARE IN METRES

Melbourne Survey T 9869 0813 F 9869 0901

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

NOTE:
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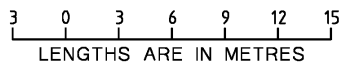


0802s.02.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL
SCALE
1:300

SHEET 44

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

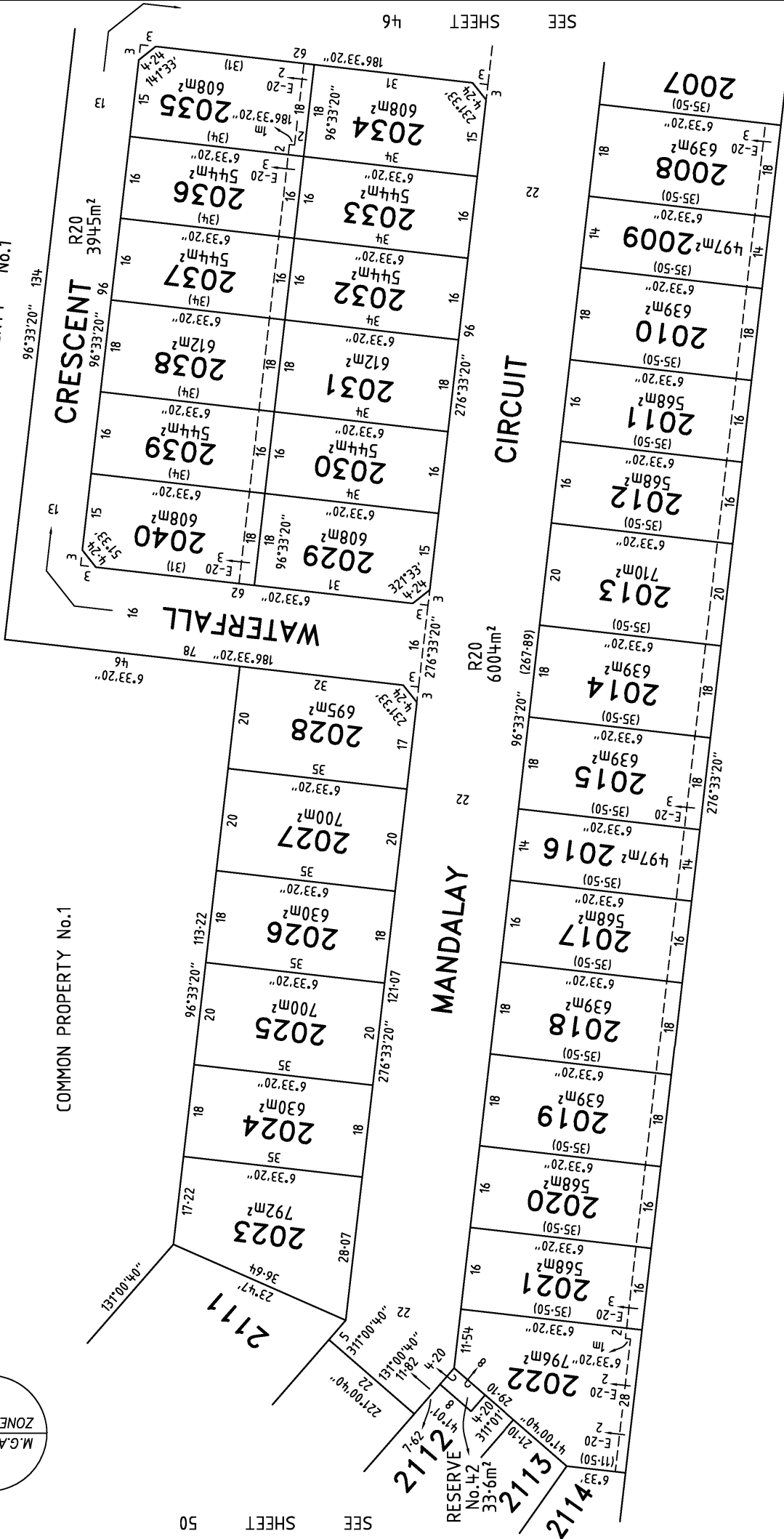
REF 0802s

VERSION K

PLAN OF SUBDIVISION

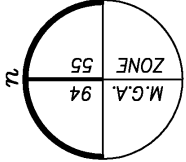
Plan Number
PS 617320S

COMMON PROPERTY No.1



COMMON PROPERTY No.1

COMMON PROPERTY No.1



MANDALAY		Sheet 4.5
<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>		
ORIGINAL	SCALE 1:750	SHEET SIZE A3
<p>LICENSED SURVEYOR (PRINTED) GREGORY STUART WILLIAMS DIGITALLY SIGNED SIGNATURE DATE / / REF 24610333 15/05/18 VERSION A DWG 2461035EA</p>		<p>SCALE 7.5 0 15 30 LENGTHS ARE IN METRES</p>

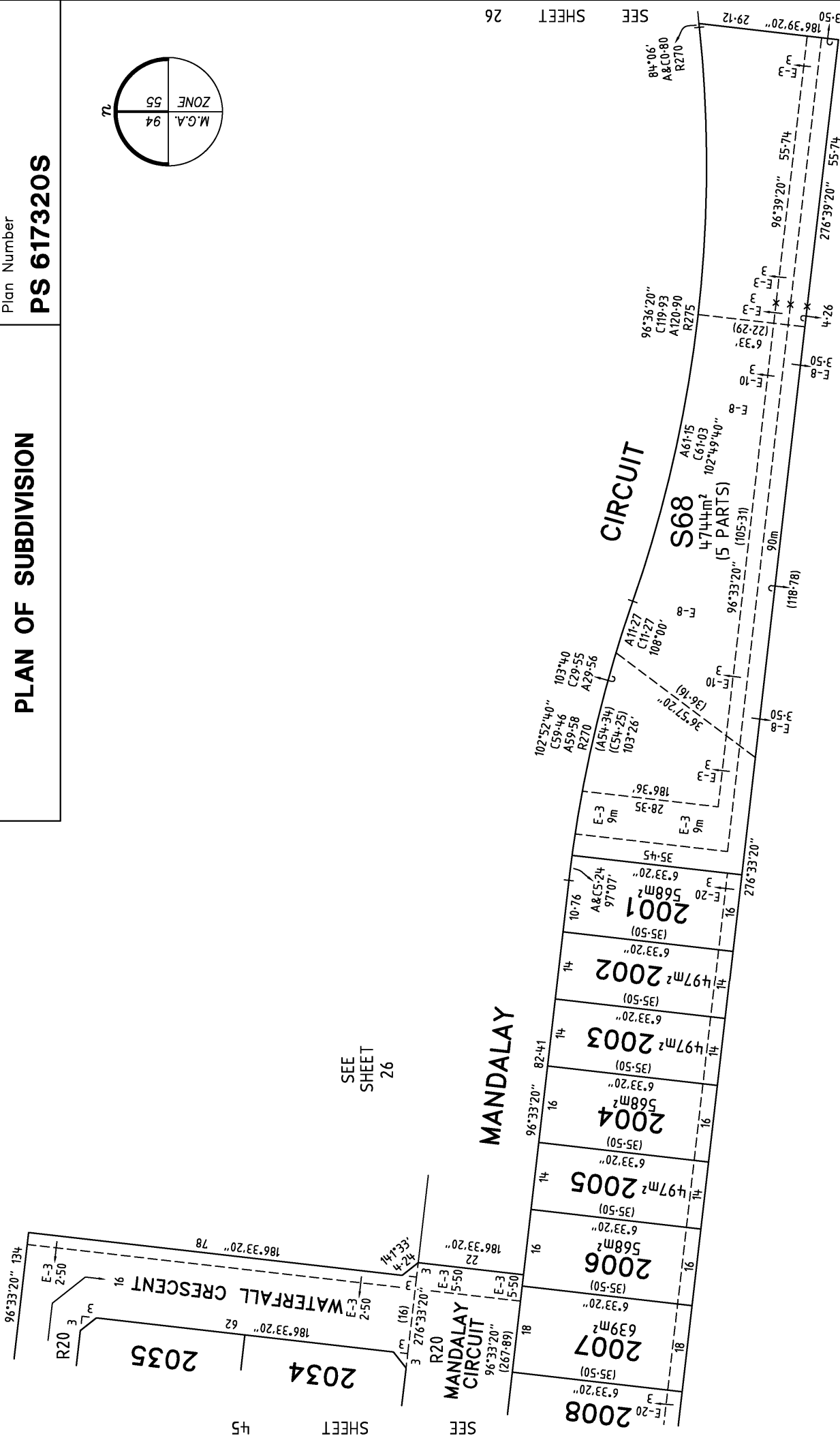
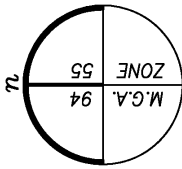
SEE SHEET 50

SEE SHEET 46

PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 26

MANDALAY

MANDALAY CIRCUIT

CIRCUIT

S68
4744m²
(5 PARTS)
(105.31)

MANDALAY

Bosco Jonson Pty Ltd

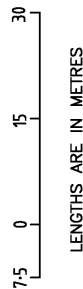
A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE 1:750
SHEET SIZE A3

SCALE



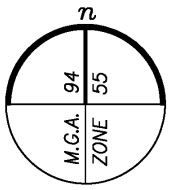
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
DIGITALLY SIGNED / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 46

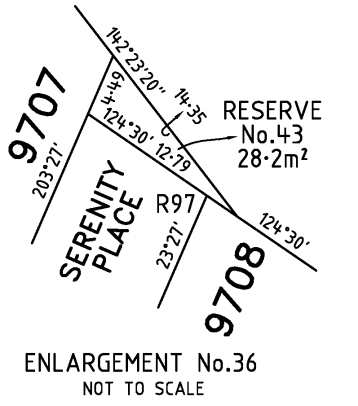
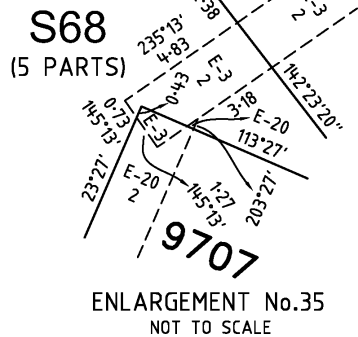
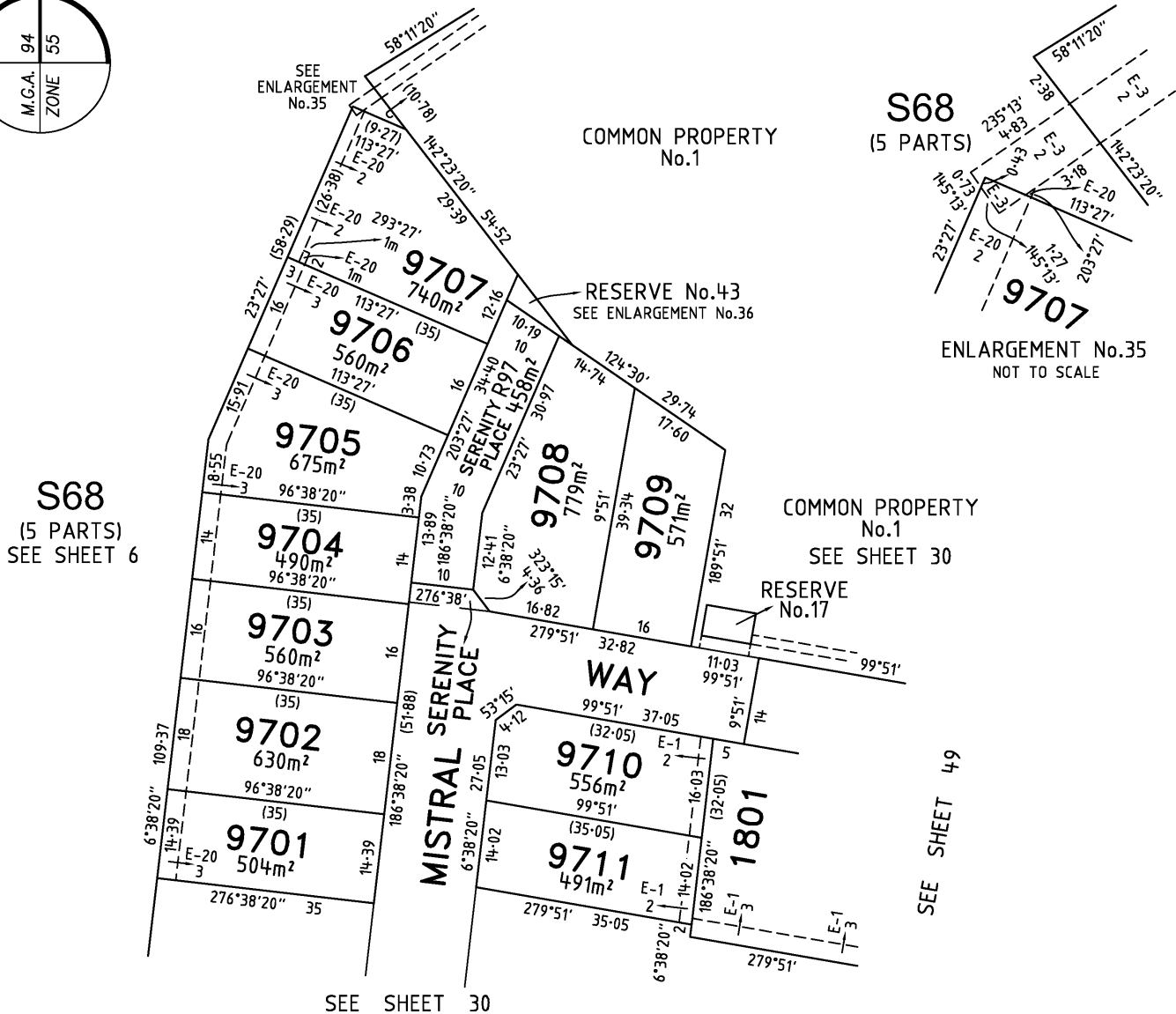
SEE SHEET 26

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 36 & 40



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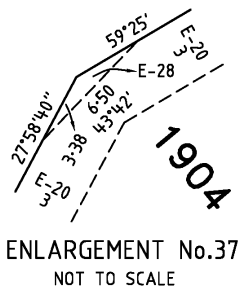
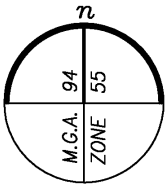
ORIGINAL	SCALE
SCALE SHEET SIZE 1:750 A3	7.5 0 15 30 LENGTHS ARE IN METRES

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

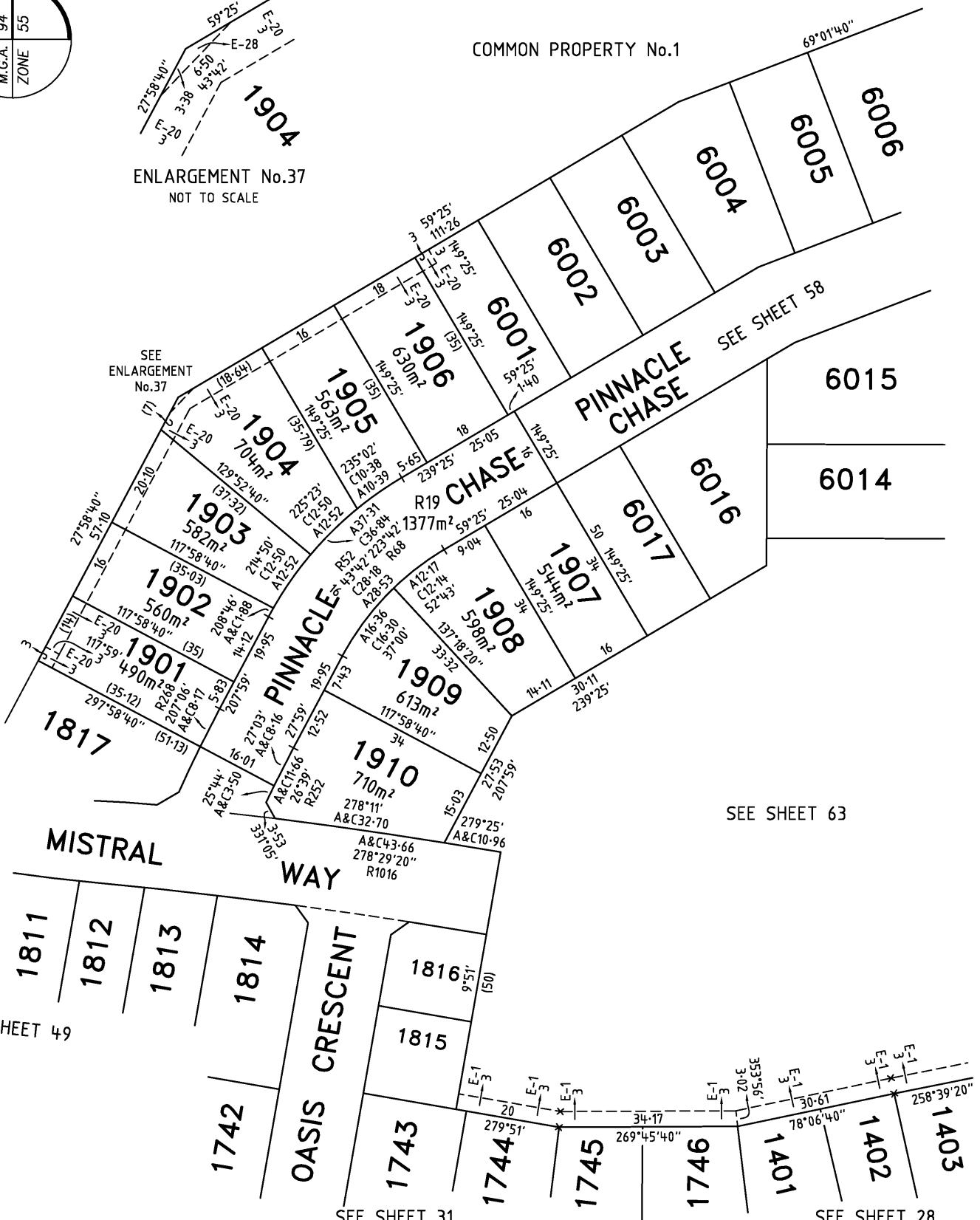
Sheet 47

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



SEE SHEET 63

SEE SHEET 49

SEE SHEET 31

SEE SHEET 28

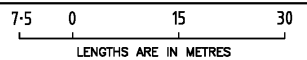
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Vic 3205 Australia
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



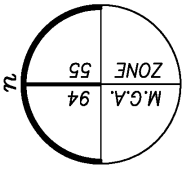
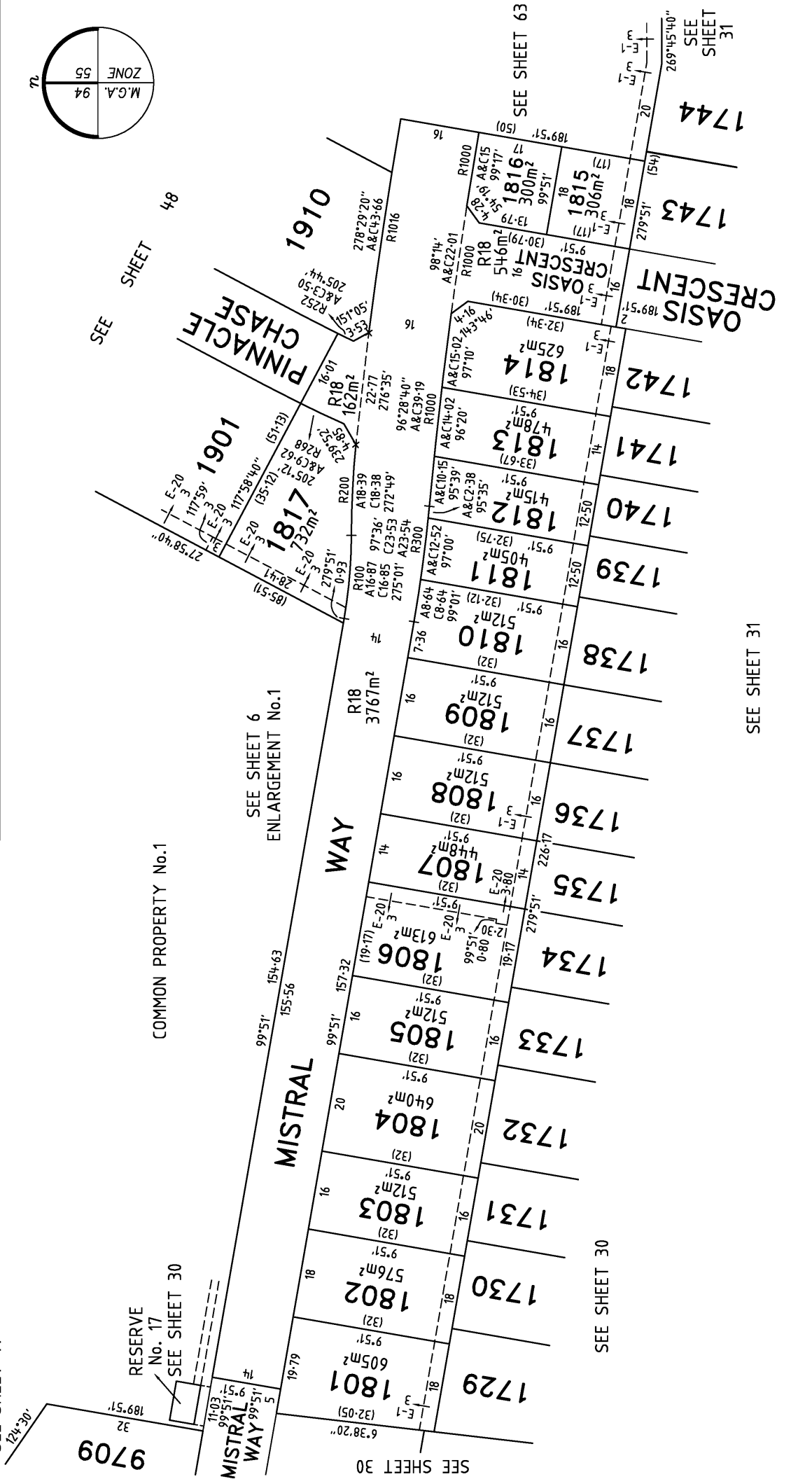
DATE 15/05/18
VERSION A


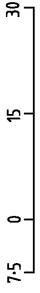
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DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 48

PLAN OF SUBDIVISION

Plan Number
PS 617320S

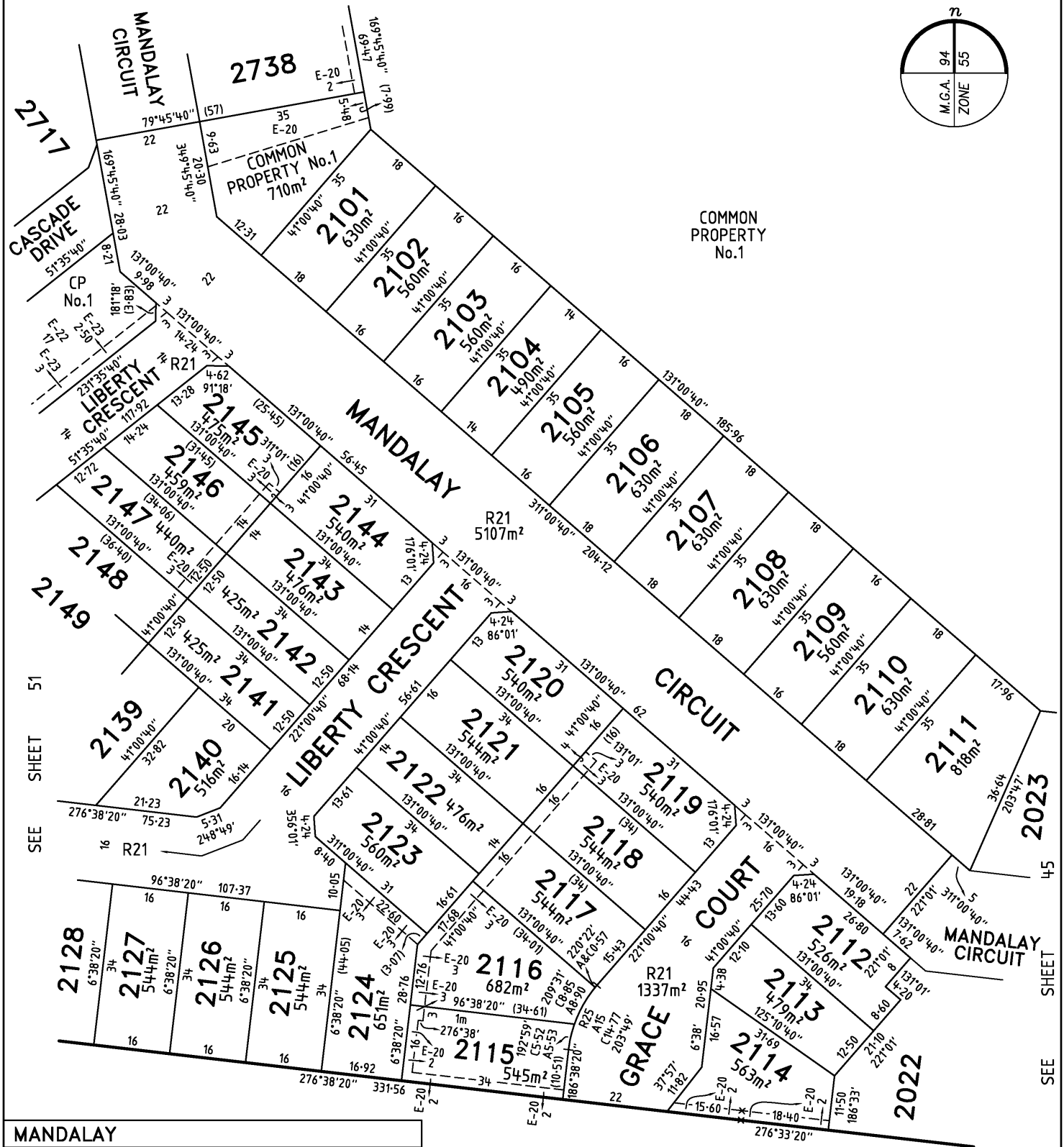
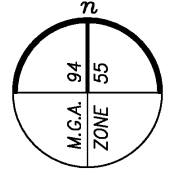


MANDALAY	 Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE SHEET SIZE 1:750 A3	SCALE  LENGTHS ARE IN METRES
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE 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

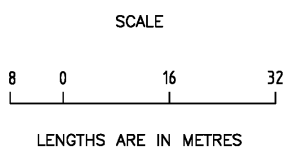


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ORIGINAL
SCALE
SHEET SIZE
1:800
A3



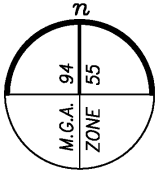
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 50

SEE SHEET 45

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL	SCALE
SCALE 1:800	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

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

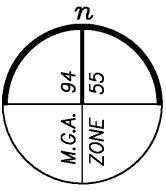
Sheet 51

SEE SHEET 50

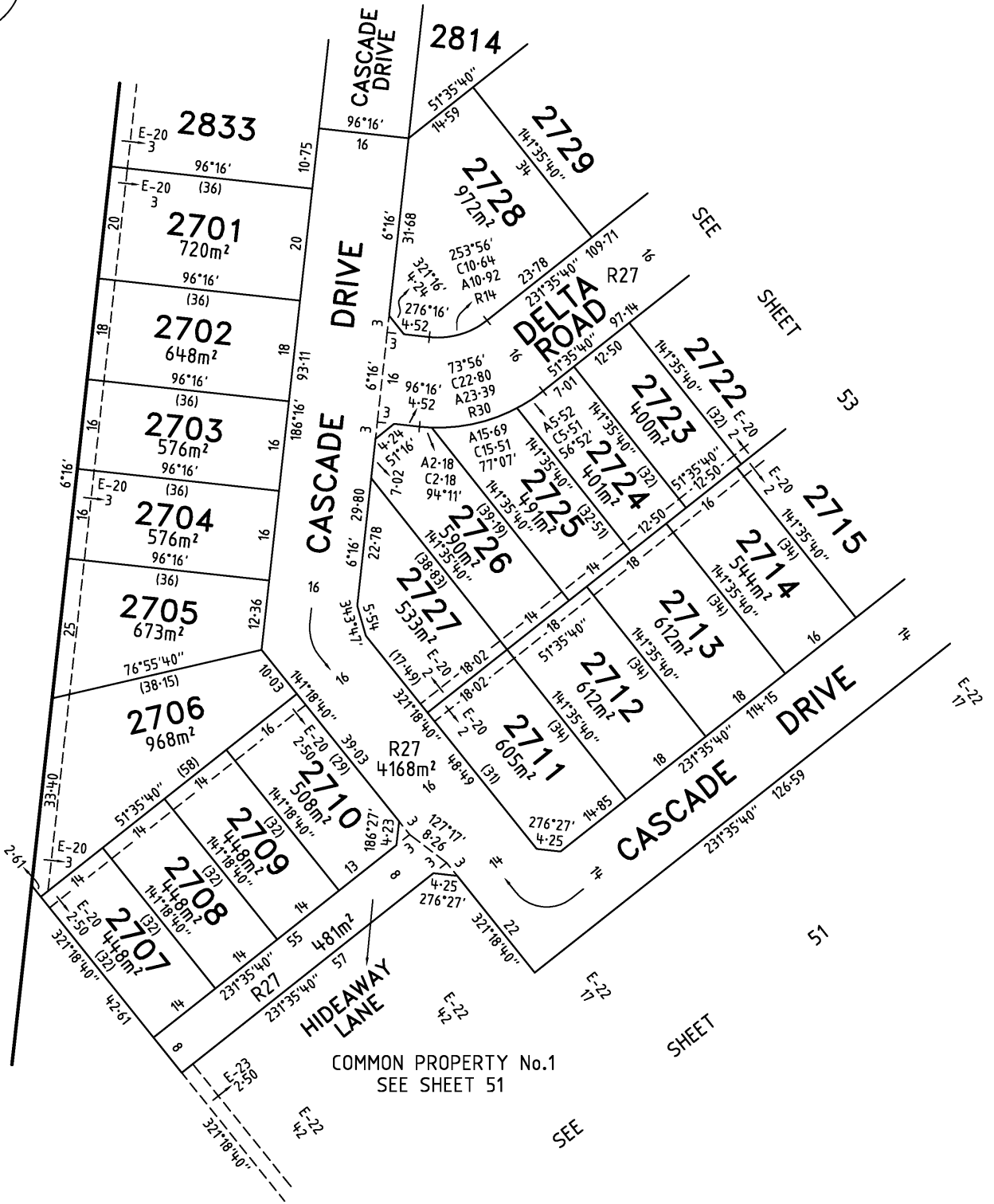
SEE SHEET 50

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



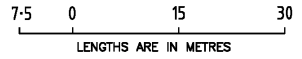
MANDALAY

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



DATE 15/05/18
 VERSION A

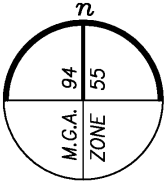
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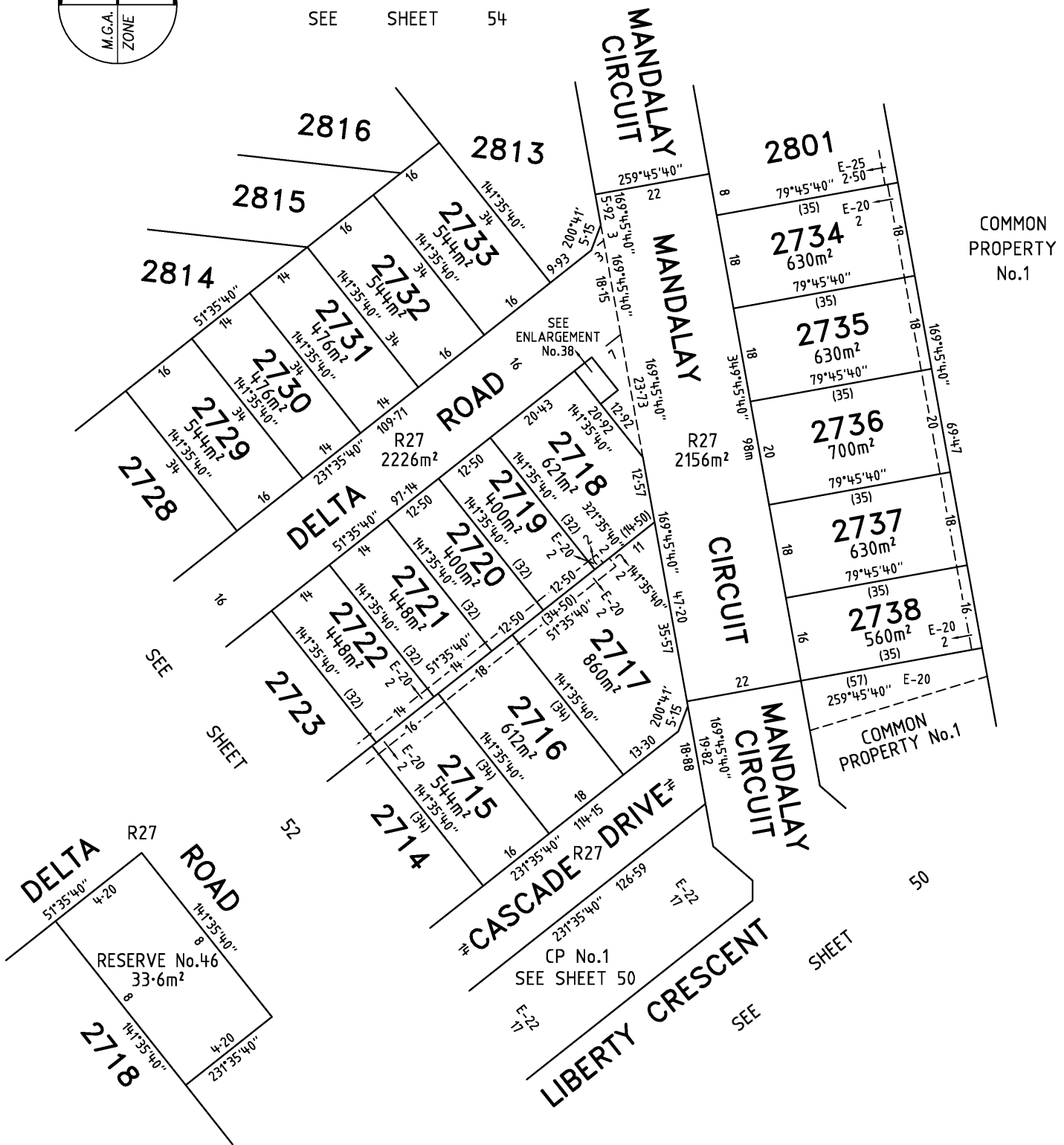
SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



ENLARGEMENT No.38
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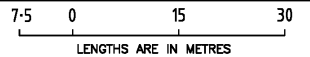
MANDALAY

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Vic 3205 Australia
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



DATE 15/05/18
VERSION A

REFERENCE 24.610333
DRAWING 24.61035EA

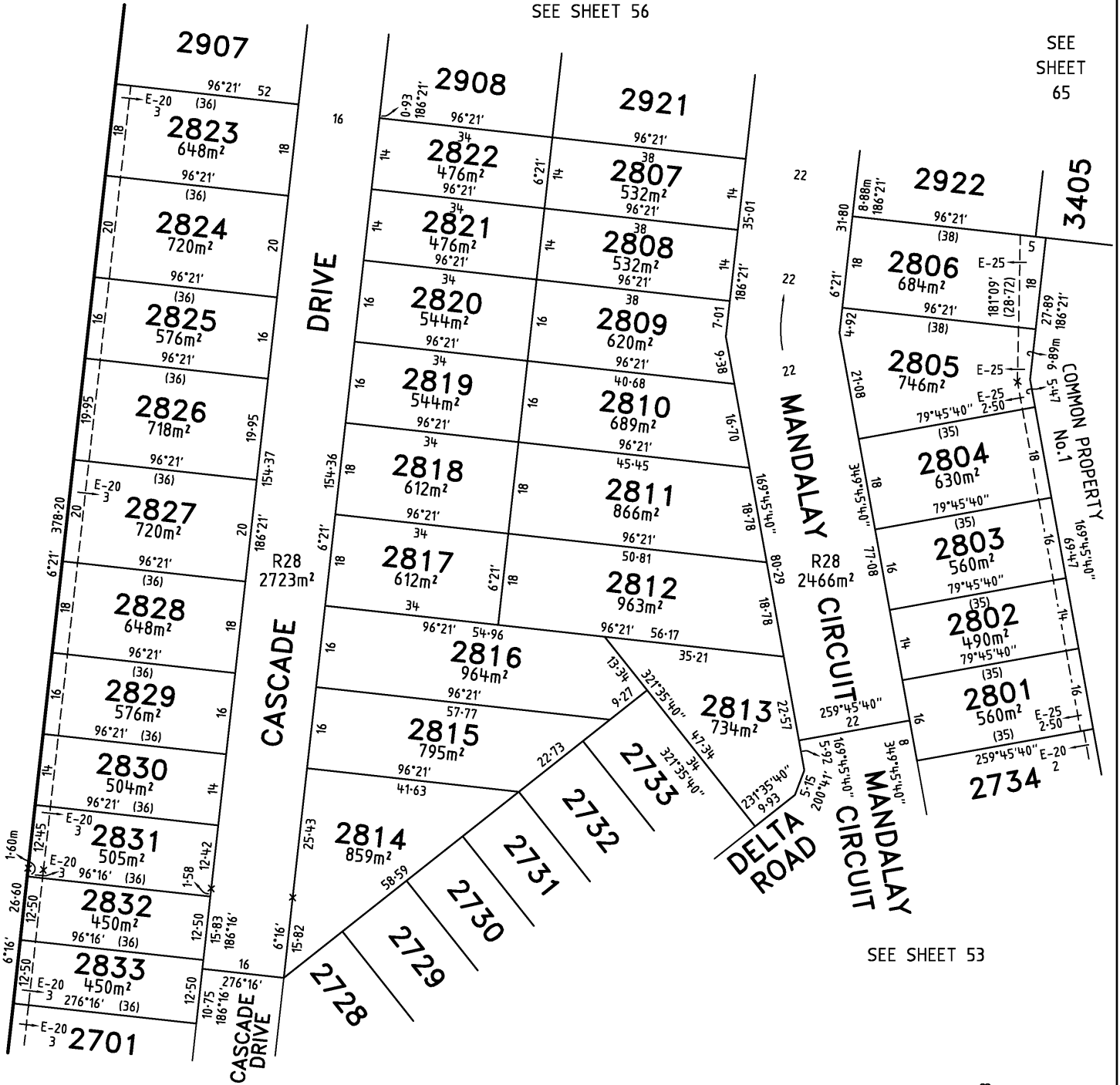
ORIGINAL SHEET SIZE A3
SHEET 53

PLAN OF SUBDIVISION

PS 617320S

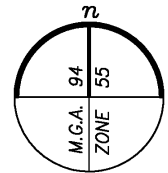
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



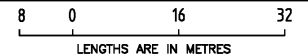
MANDALAY

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 Vic 3205 Australia
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:800



DATE 15/05/18
VERSION A

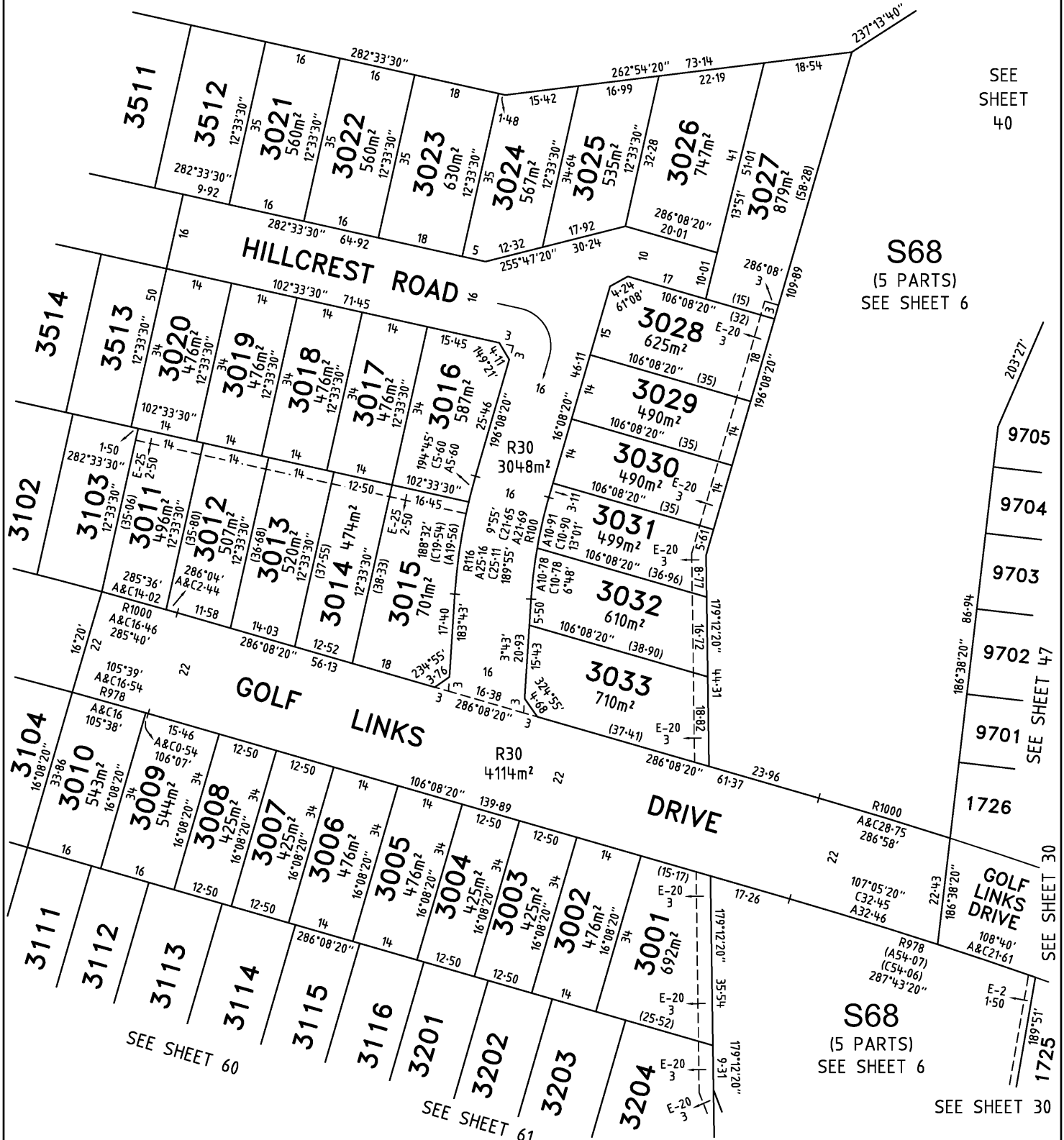
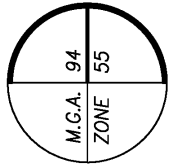
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DRAWING 24.61035EA

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
9701
SEE SHEET 47

1726
GOLF LINKS DRIVE
SEE SHEET 30

S68
(5 PARTS)
SEE SHEET 6

SEE SHEET 30

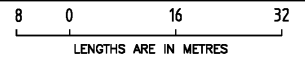
MANDALAY

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

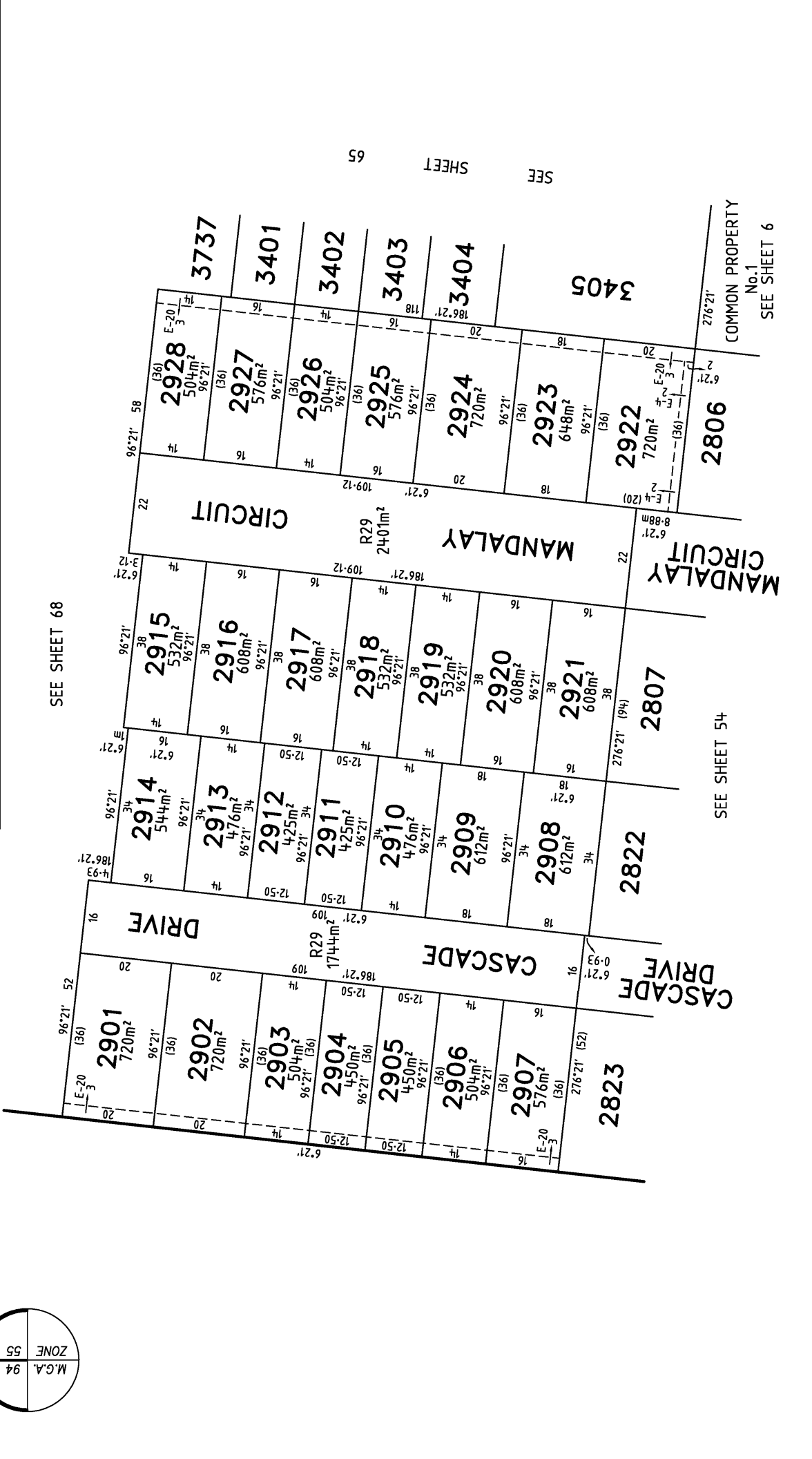
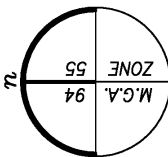


DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 55

PLAN OF SUBDIVISION **PS 617320S**



Bosco Jonson Pty Ltd
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 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY
 LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

SCALE 1:800
 ORIGINAL SHEET SIZE A3
 SHEET 56

LENGTHS ARE IN METRES
 8 0 16 32

PLAN OF SUBDIVISION

PS 617320S

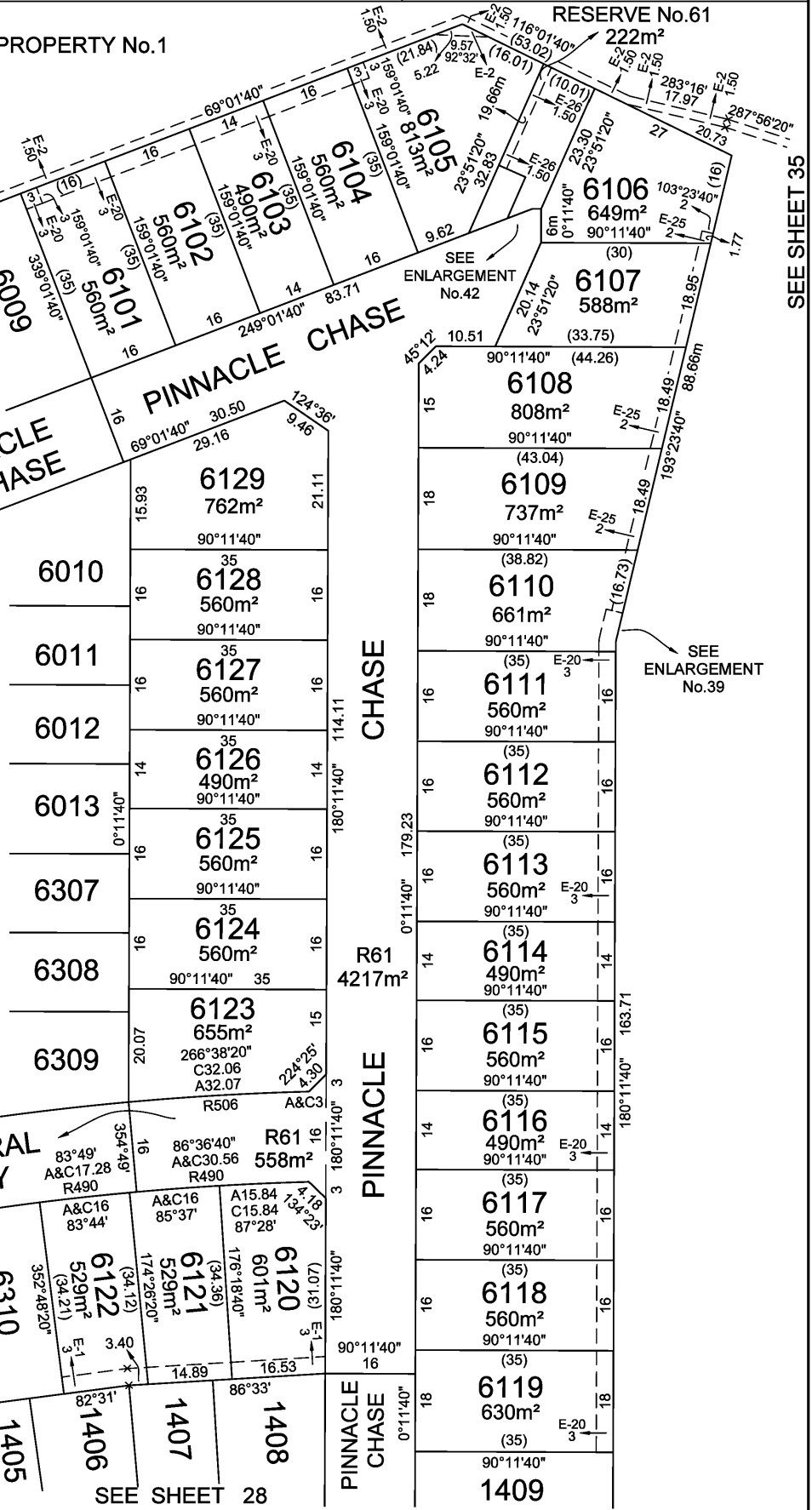
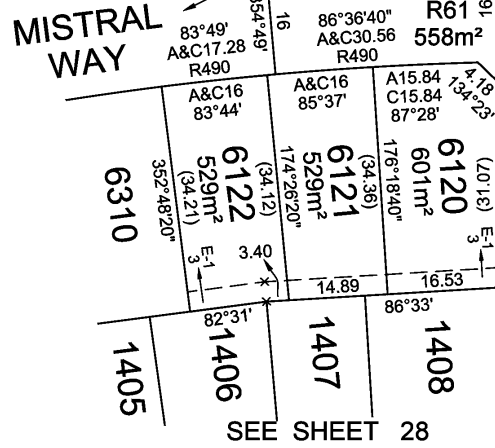
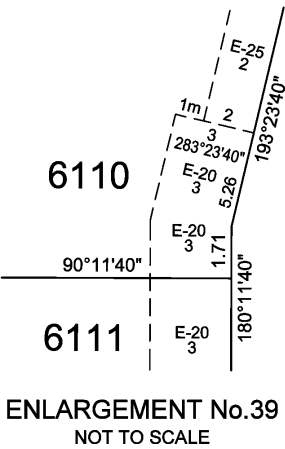
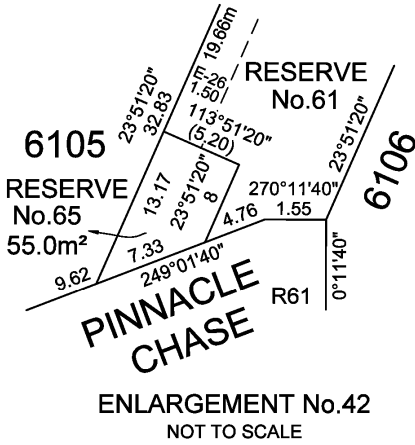


COMMON PROPERTY No.1

SEE SHEET 58

SEE SHEET 63

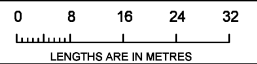
SEE SHEET 35



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800



DATE: 21/01/19
DRAWING: CM0061AB

REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 57

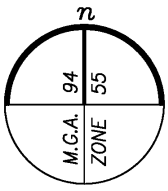


Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

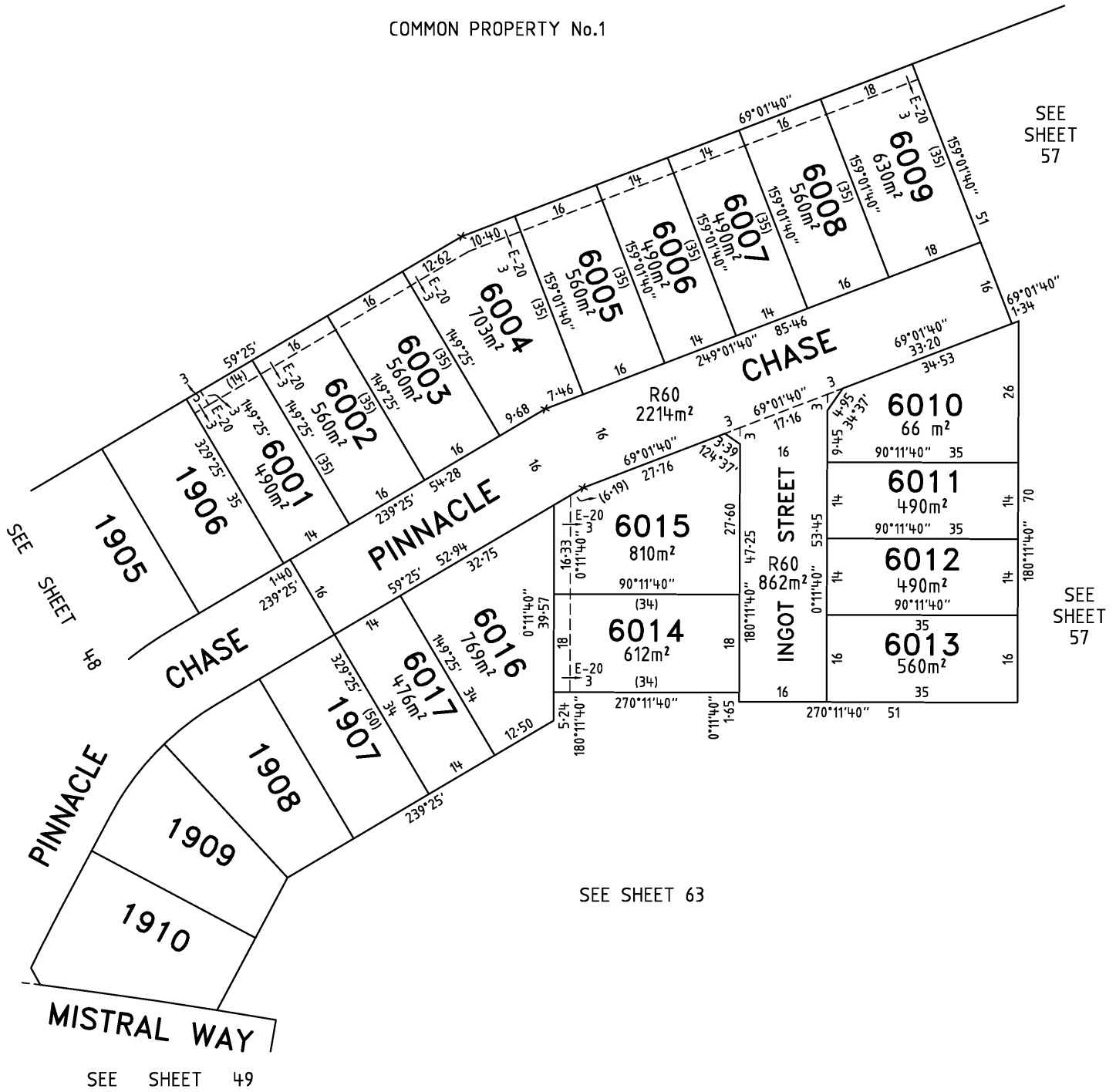
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



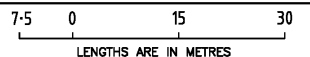
MANDALAY

Bosco Jonson Pty Ltd
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 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
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LICENSED SURVEYOR GREGORY STUART WILLIAMS
 DATE 15/05/18 REFERENCE 24610333
 VERSION A DRAWING 2461035EA

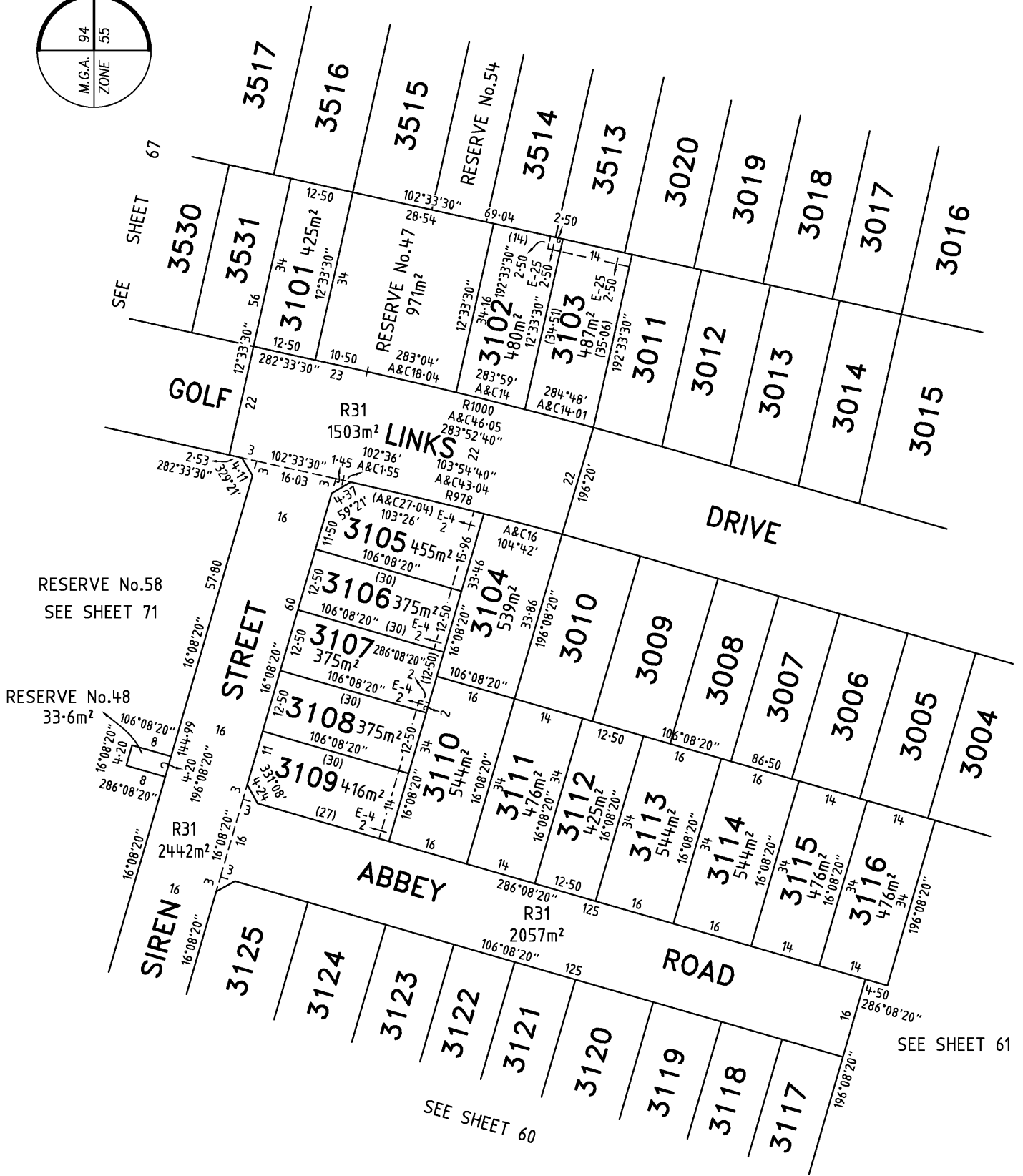
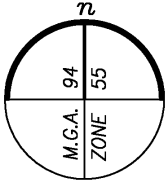
SCALE
 1:750



ORIGINAL SHEET SIZE A3
 SHEET 58

PLAN OF SUBDIVISION

PS 617320S



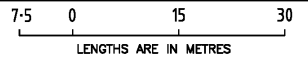
MANDALAY

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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



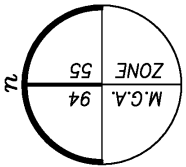
DATE 15/05/18
VERSION A

REFERENCE 24.610333
DRAWING 24.61035EA

ORIGINAL SHEET SIZE A3
SHEET 59

PS 617320S

PLAN OF SUBDIVISION

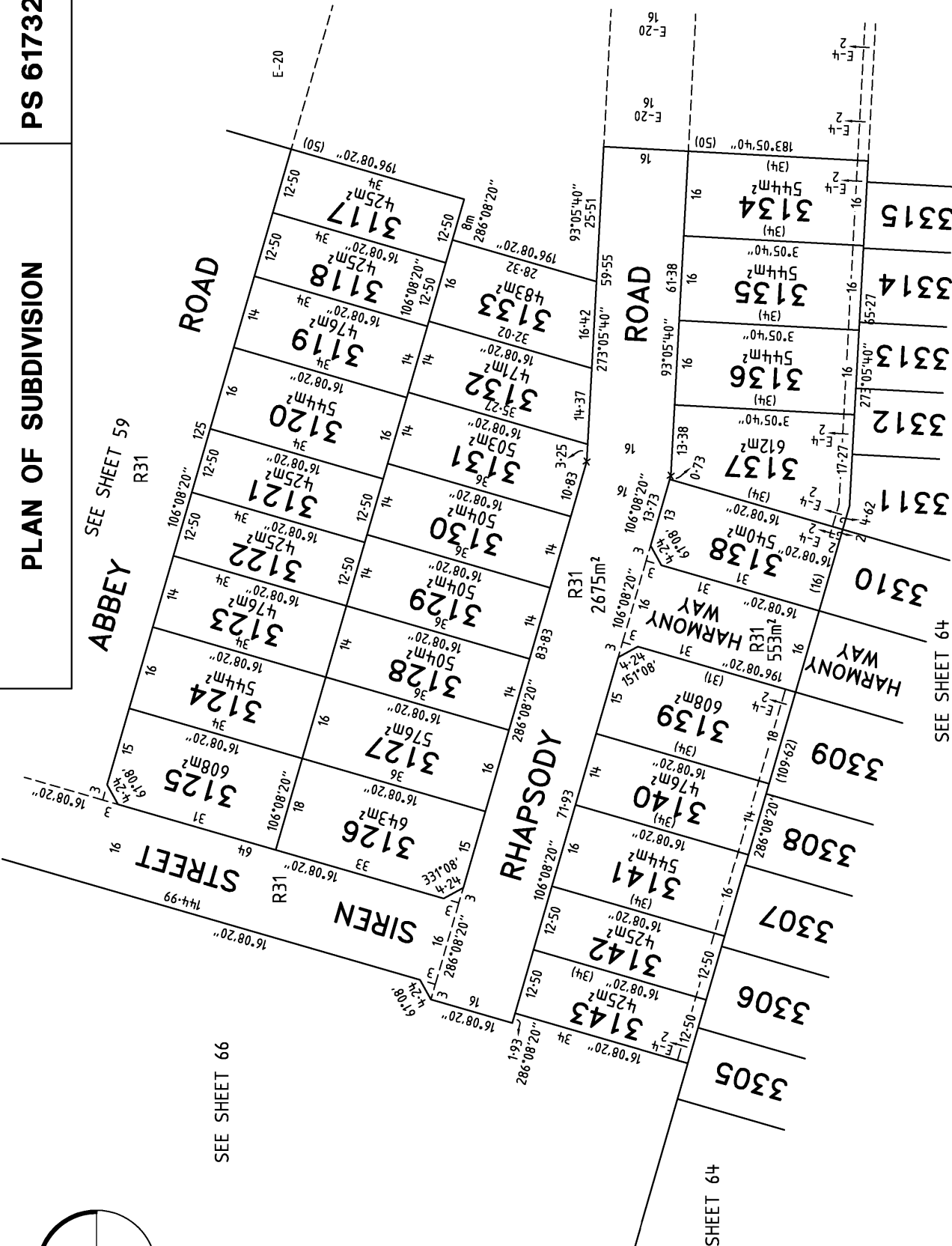


SEE SHEET 59
R31
ABBEEY ROAD

SEE SHEET 66

SEE SHEET 66

SEE SHEET 61



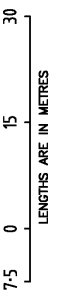
SEE SHEET 64

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750

ORIGINAL SHEET SIZE A3
SHEET 60

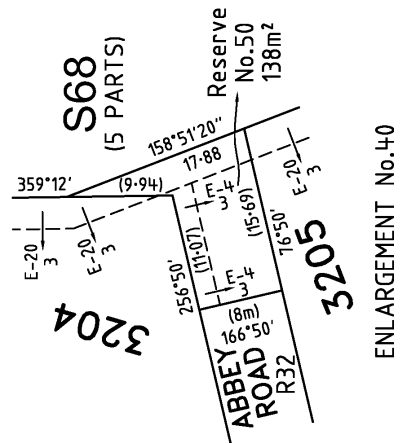
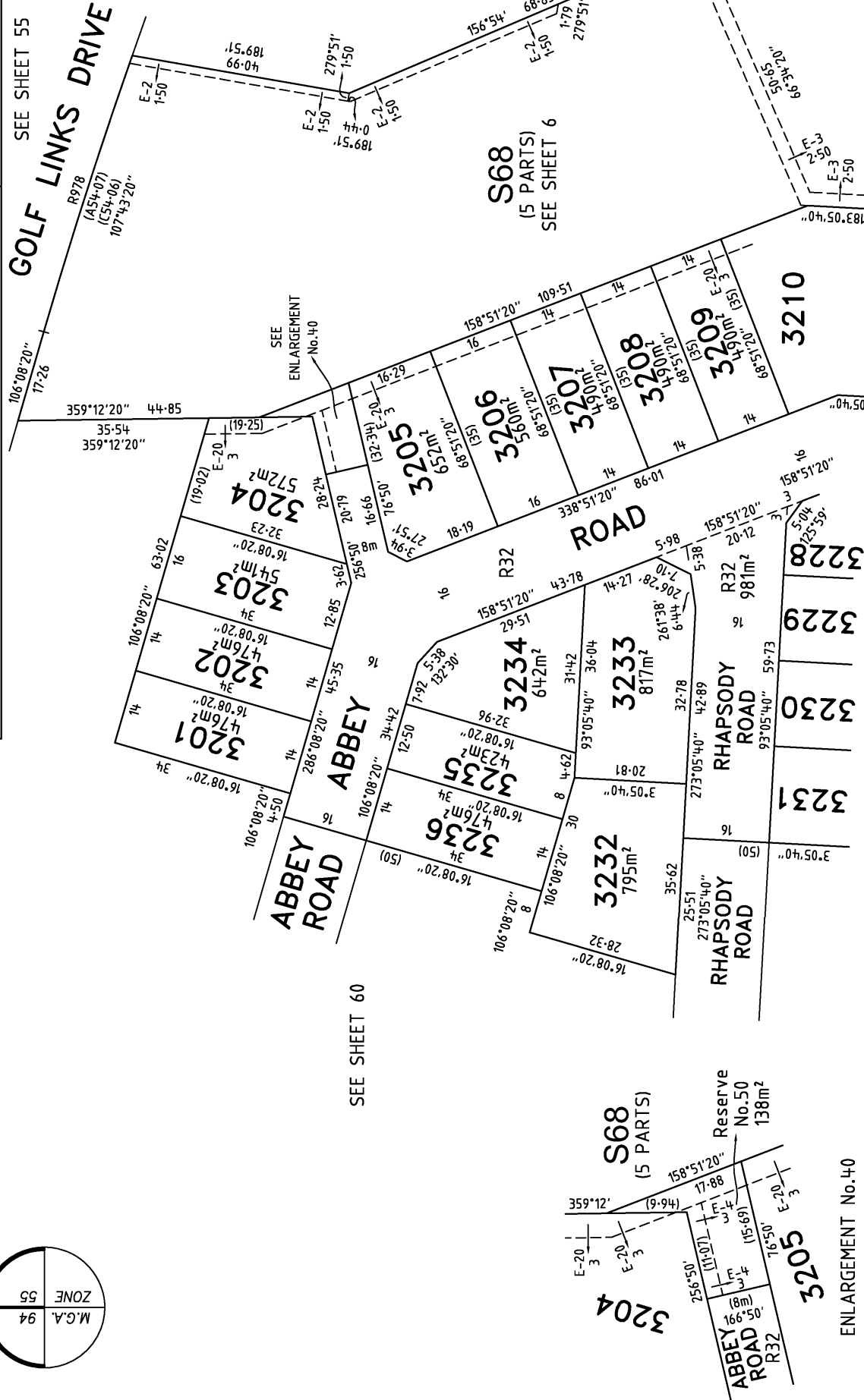
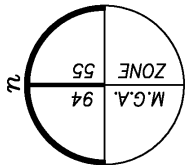


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Vic 3205 Australia
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DATE 15/05/18
VERSION A
REFERENCE 24610333
DRAWING 2461035EA

PS 617320S


PLAN OF SUBDIVISION

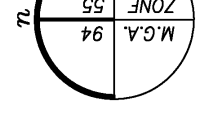


SEE SHEET 60

SEE SHEET 62

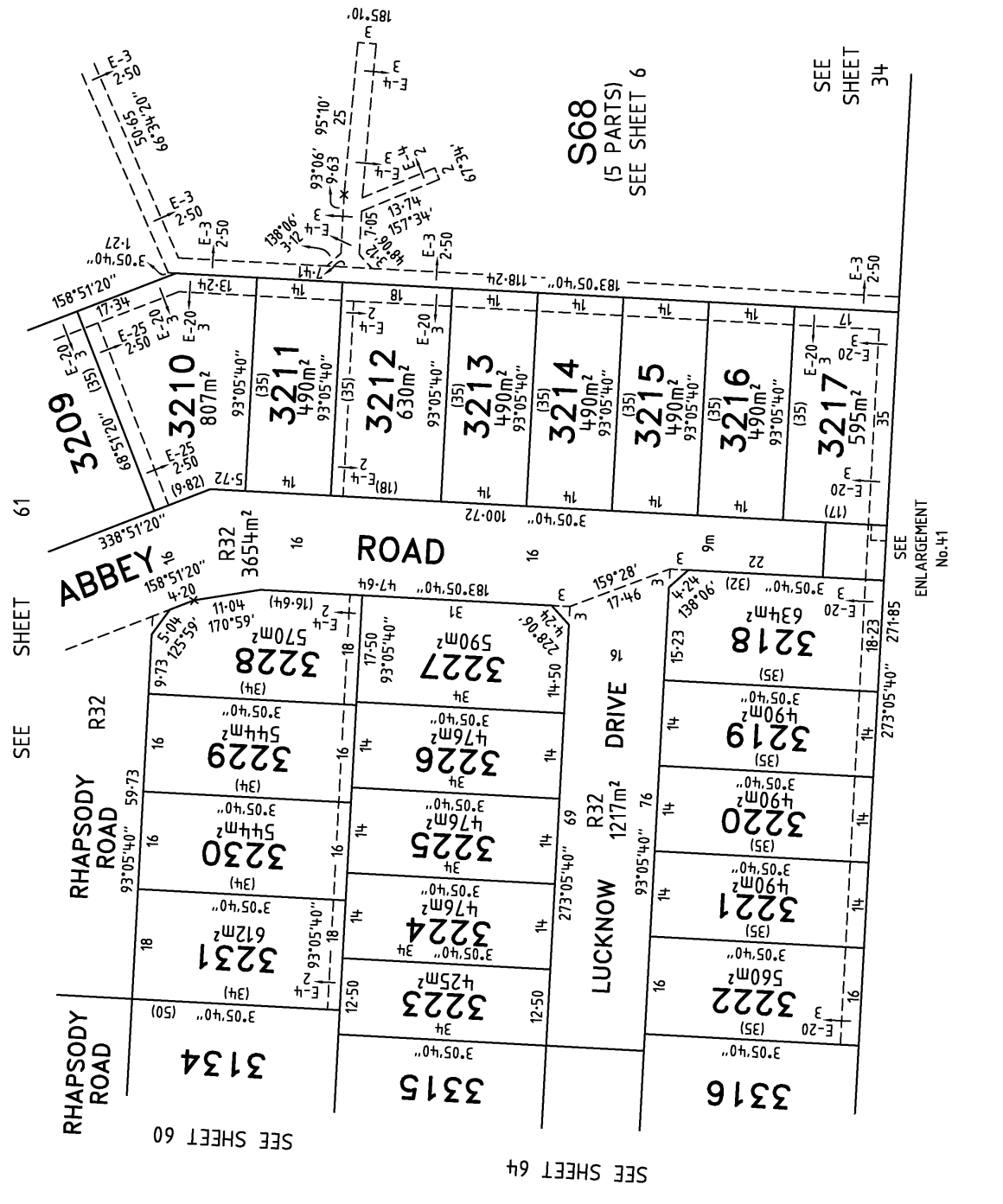
ENLARGEMENT No.40
NOT TO SCALE

 <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>MANDALAY LICENSED SURVEYOR GREGORY STUART WILLIAMS</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 61</p>
	<p>DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA</p>		



PS 617320S

PLAN OF SUBDIVISION

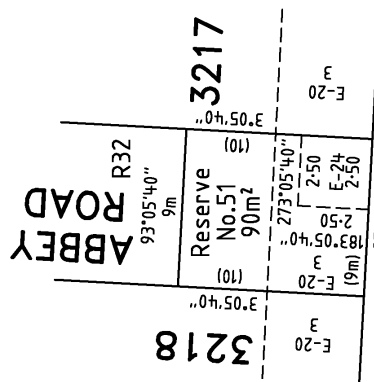


SEE SHEET 61

SEE SHEET 60

SEE SHEET 64

SEE SHEET 34



ENLARGEMENT No. 41
NOT TO SCALE

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

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

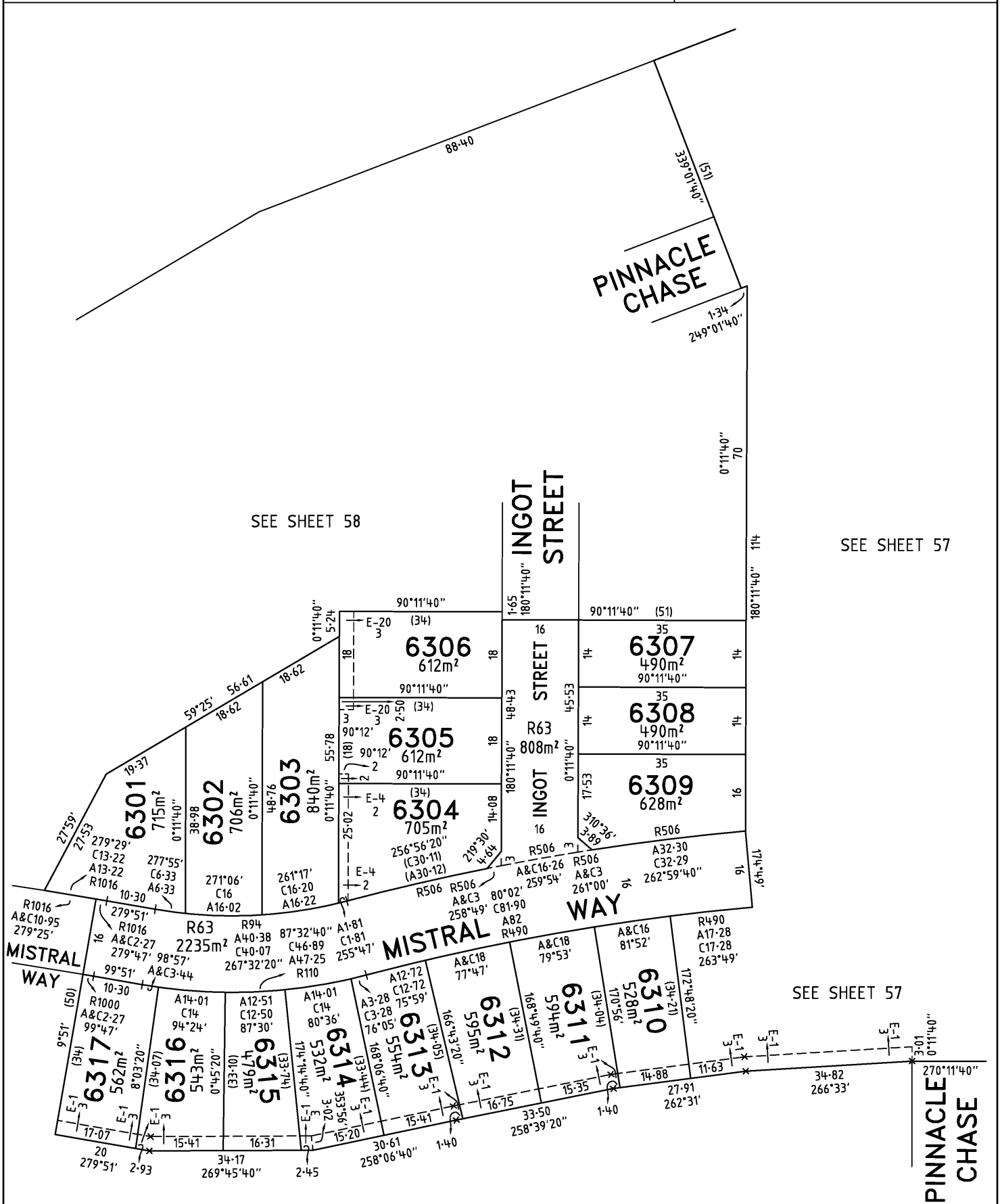
ORIGINAL SHEET SIZE A3
SHEET 62



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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
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PLAN OF SUBDIVISION

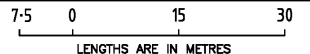
PS 617320S



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



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 Vic 3205 Australia
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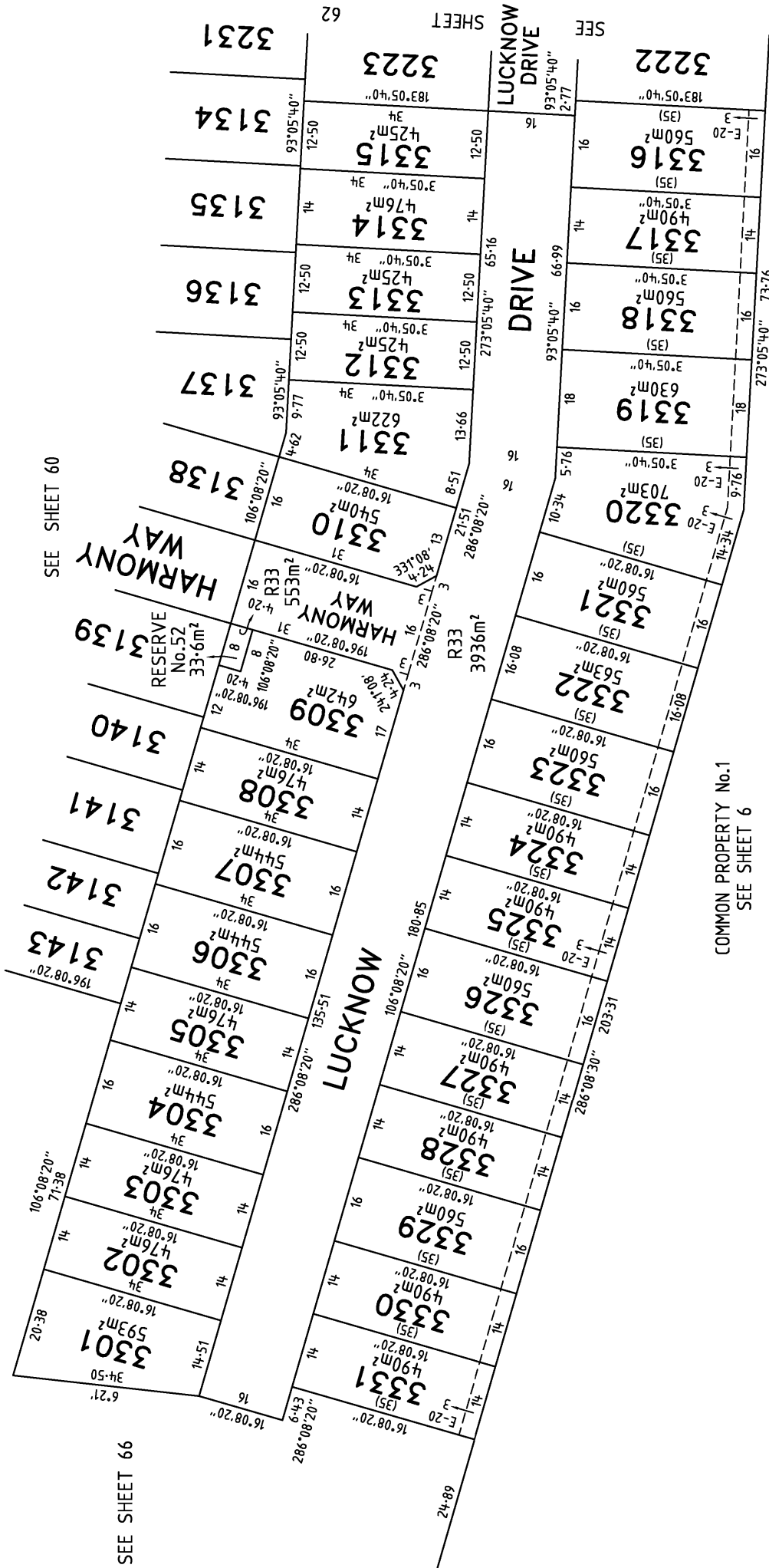
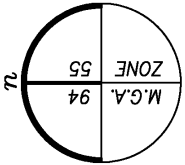
DATE 15/05/18 REFERENCE 24610333
 VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 63

PS 617320S


PLAN OF SUBDIVISION



SEE SHEET 60

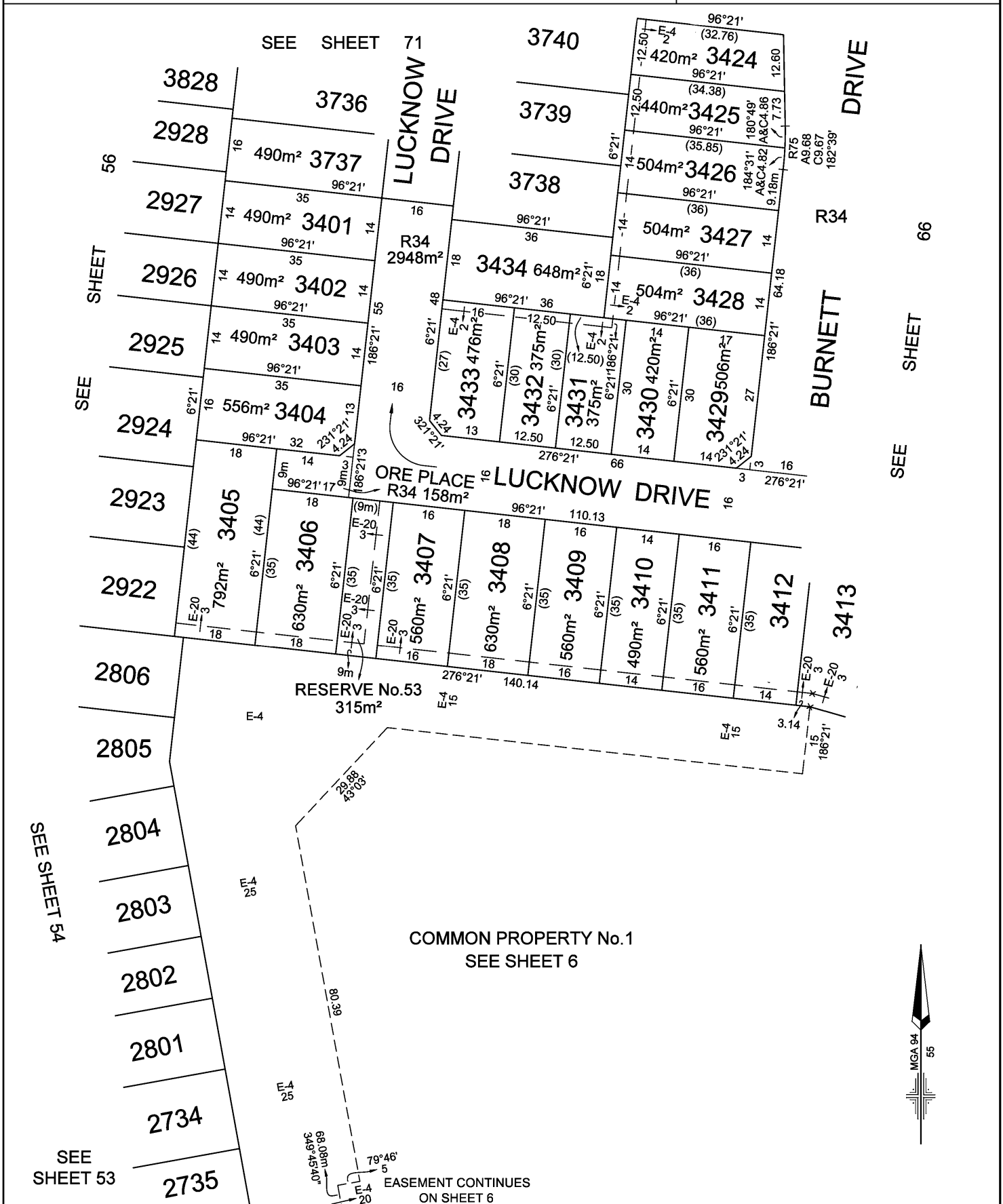
SEE SHEET 66

COMMON PROPERTY No. 1
SEE SHEET 6

 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	MANDALAY LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	ORIGINAL SHEET SIZE A3 SHEET 64
	DATE 15/05/18 VERSION A	REFERENCE 24610333 DRAWING 2461035EA	LENGTHS ARE IN METRES 7.5 0 15 30

PLAN OF SUBDIVISION

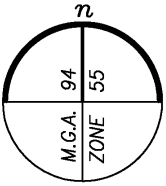
PS 617320S



<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>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
	DATE: 08/11/17 DRAWING: CM0061AB	REFERENCE: AA0015 DRAWN BY: LS	ORIGINAL SHEET SIZE: A3 SHEET 65	

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 71

SEE SHEET 78

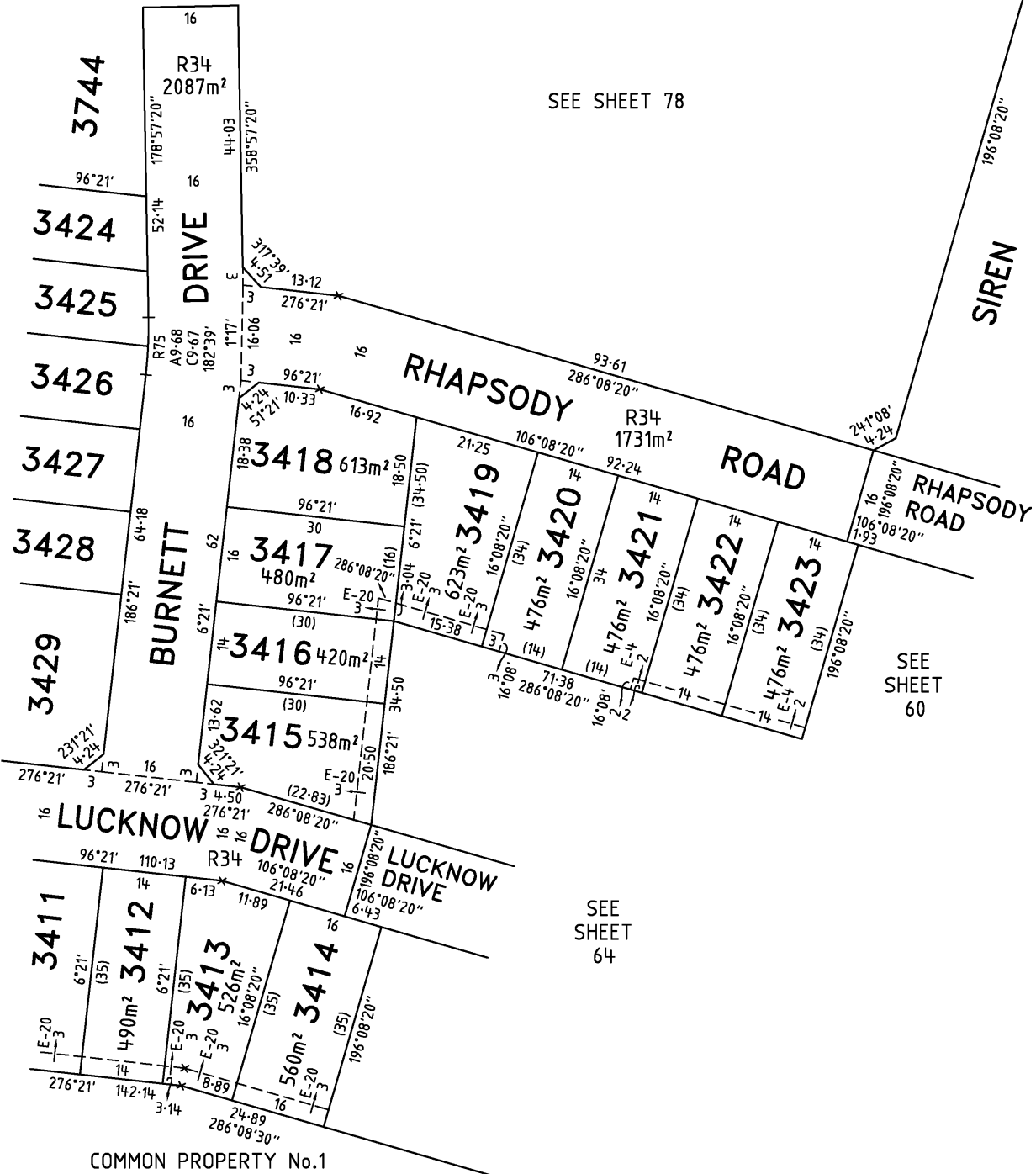
SEE SHEET 59
STREET
SIREN

SEE SHEET 65

SEE SHEET 60

SEE SHEET 64

COMMON PROPERTY No.1
SEE SHEET 6



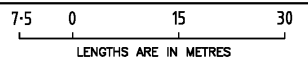
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



DATE 15/05/18
VERSION A

REFERENCE 24610343
DRAWING 2461035EA

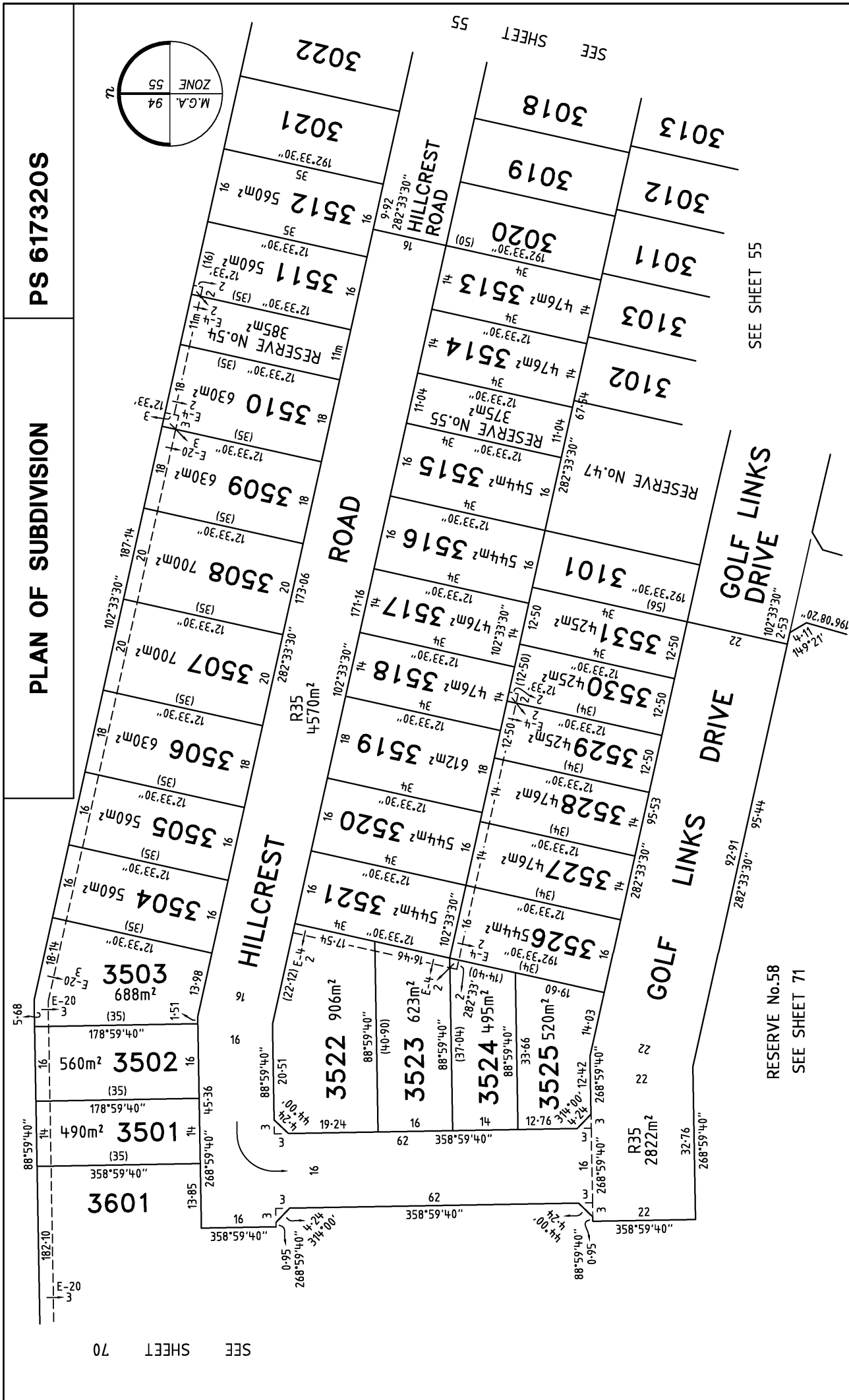
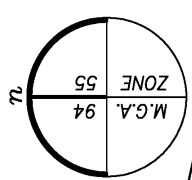
ORIGINAL SHEET SIZE A3

SHEET 66

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 70



MANDALAY
 LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610353
 VERSION A DRAWING 2461035EA

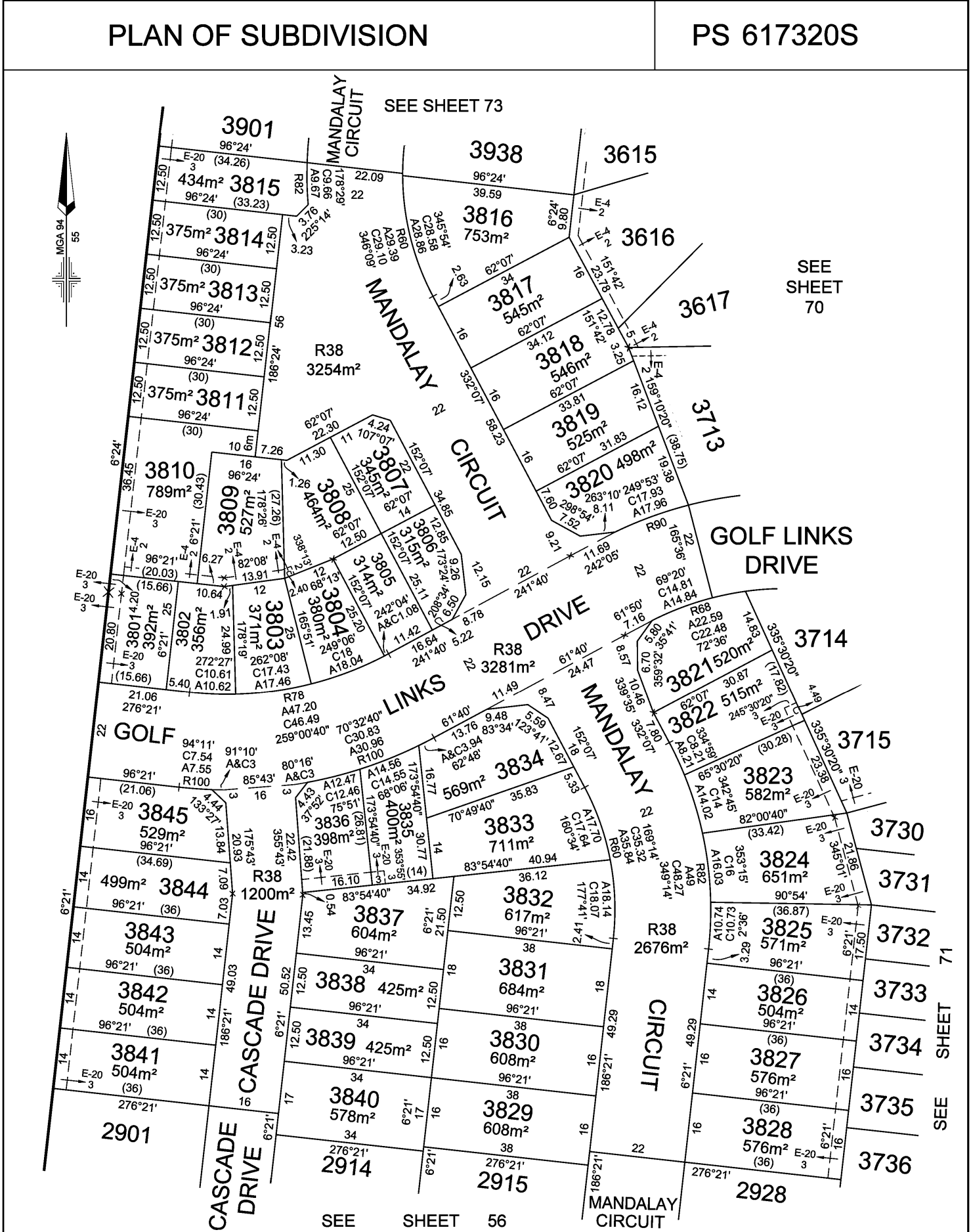
SCALE 1:750
 ORIGINAL SHEET SIZE A3
 SHEET 67


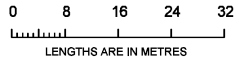
LENGTHS ARE IN METRES
 7.5 0 15 30

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 Vic 3205 Australia
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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: 1:800 
	DATE: 23/08/18 DRAWING: CM0061AB	REFERENCE: AA0015 DRAWN BY: LS

PS 617320S

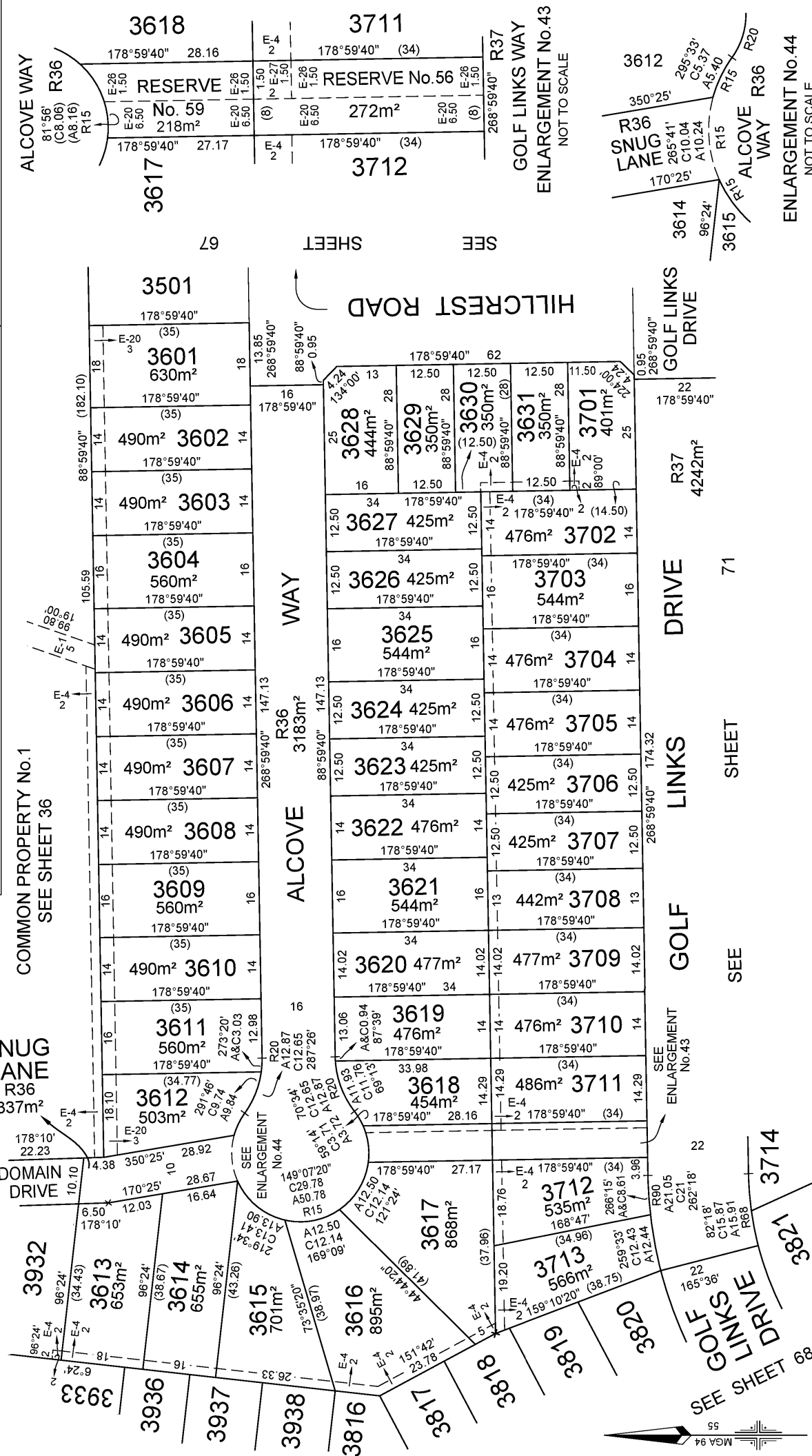
PLAN OF SUBDIVISION

SEE SHEET 73

COMMON PROPERTY No.1
SEE SHEET 36

SNUG LANE
R36
337m²

DOMAIN DRIVE



SEE SHEET 79

ENLARGEMENT No.44
NOT TO SCALE

GOLF LINKS WAY
ENLARGEMENT No.43
NOT TO SCALE

3612
3614
3615
ENLARGEMENT No.44
NOT TO SCALE

ALCOVE WAY
R36

ALCOVE WAY
R36

GOLF LINKS DRIVE
R37

DRIVE
R37

LINKS DRIVE
R36

GOLF LINKS DRIVE
R36

SEE SHEET 71

SEE SHEET 73

SEE SHEET 73

SEE SHEET 73



SCALE
1:800

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 70

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 07/11/22

DRAWING: CM0064AA

REFERENCE: AA0015

DRAWN BY: BA

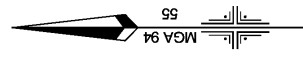
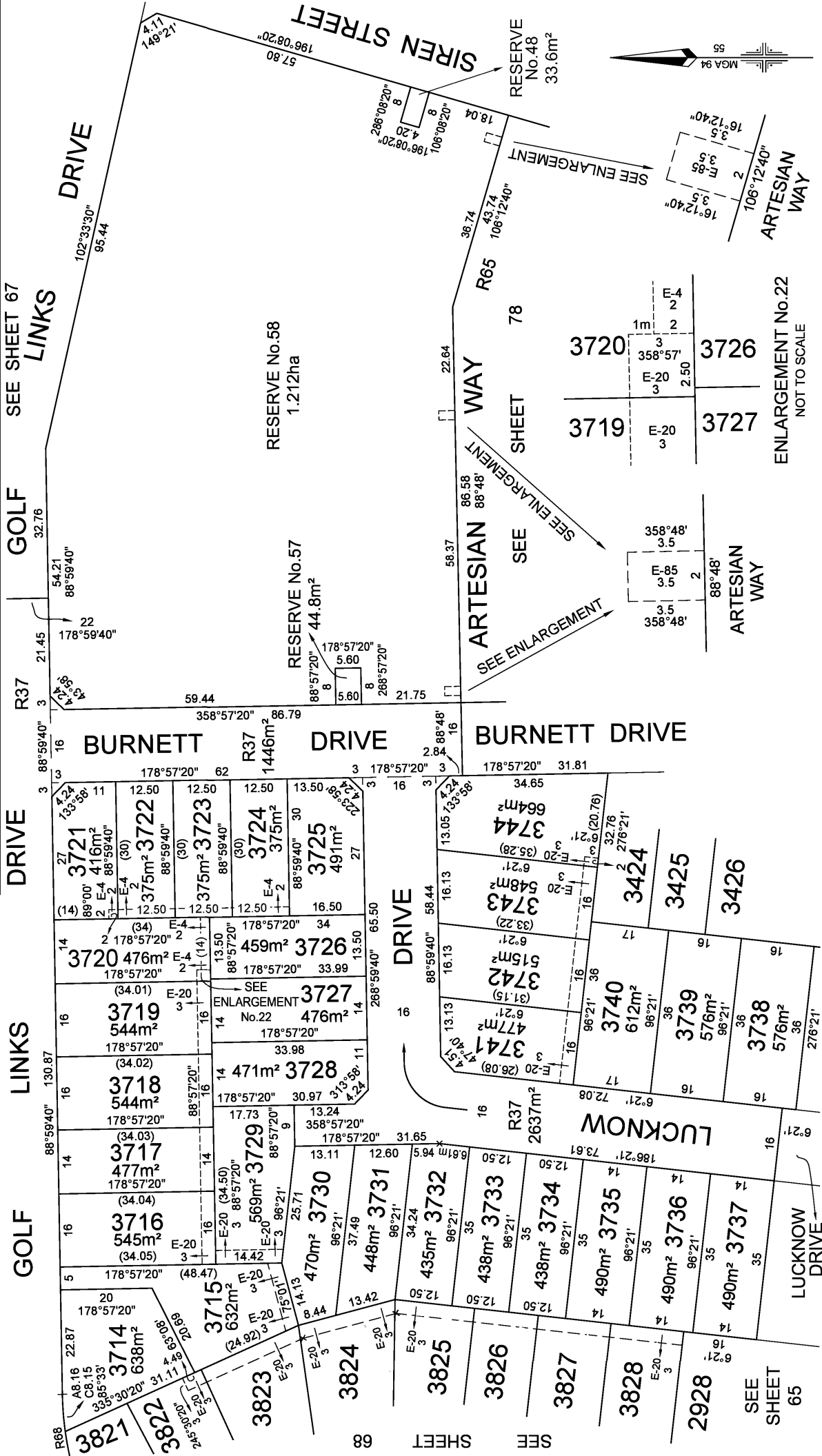
Lyssna Group Pty Ltd
ABN 18 616 611 191
Tel: +61 3 9516 6899
PO Box 1088, South Melbourne 3205
Suite 3, 102 Doccis Street
Southbank VIC 3006 Australia
Lyssna
LyssnaGroup.com

PS 617320S

PLAN OF SUBDIVISION

SHEET 70

SEE



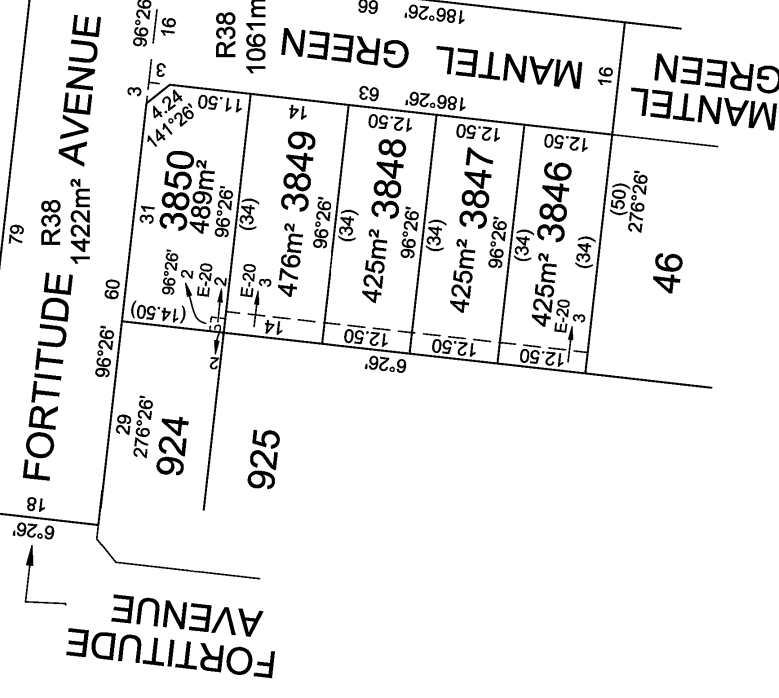
MANDALAY		SCALE	0 8 16 24 32	ORIGINAL SHEET	SHEET 71
LICENSED SURVEYOR: ANDREW J. REAY		1:800	LENGTHS ARE IN METRES	SIZE: A3	
DATE: 05/02/21	REFERENCE: AA0015				
DRAWING: CM0065AA	DRAWN BY: LS				
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3,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

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 6

S34
SEE SHEET 6



SEE SHEET 37



SEE SHEET 7

SEE SHEET 7

FLAGSTONE LANE

PATTERSON STREET

VERDANT COURT

RESERVE No. 1

FORTITUDE AVENUE
R38 1422m²

RESERVE No. 66 1100m²

R38 1610m²

RESERVE No. 67 711m²

VERDANT COURT

MANTEL GREEN

MANTEL GREEN

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

MANDALAY - 38
LICENSED SURVEYOR: ANDREW J. REAY

DATE: 23/08/18
DRAWING: CM0061AB
REFERENCE: AA0015
DRAWN BY: LS

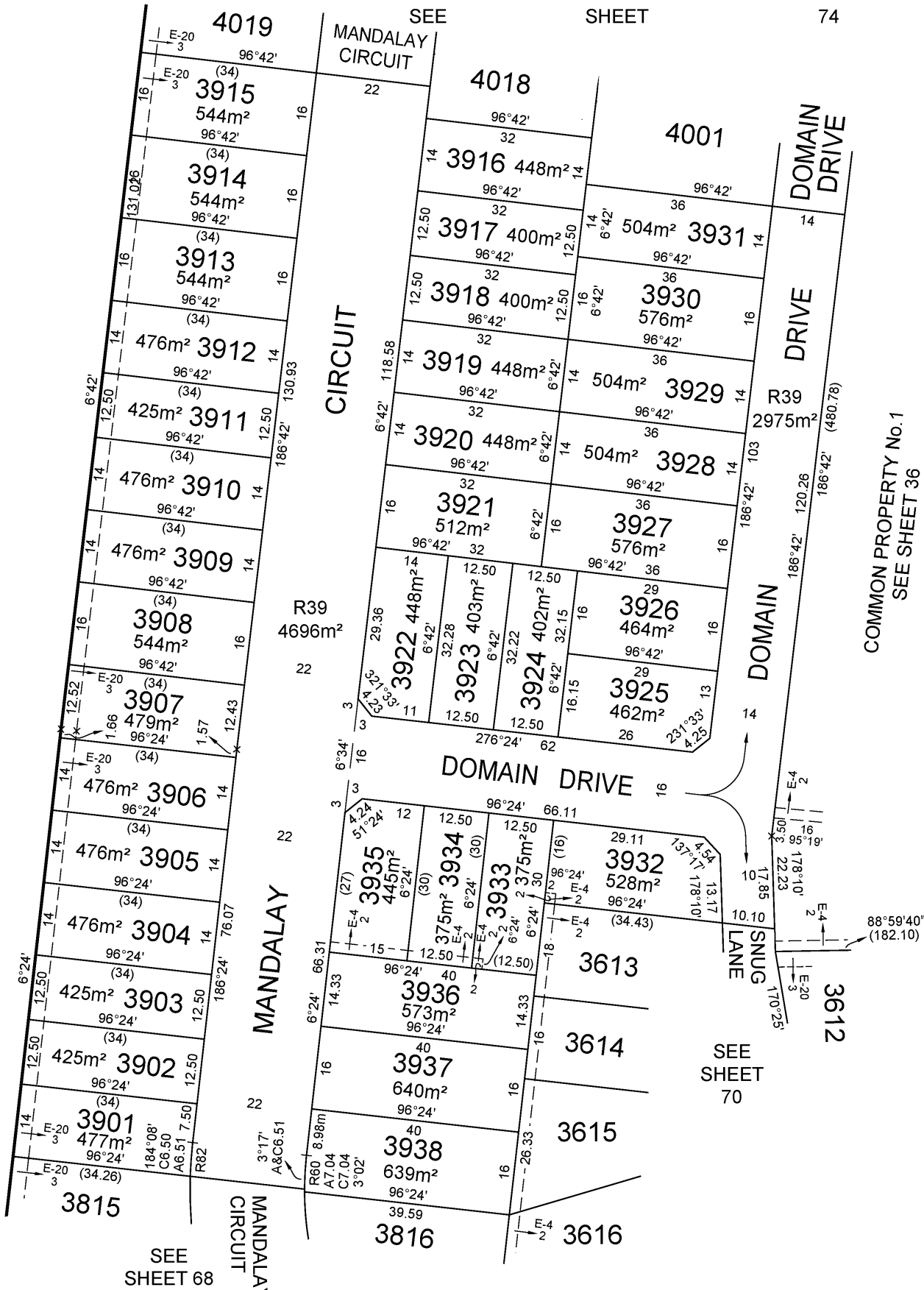
SCALE 1:750
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 72

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1
SEE SHEET 36

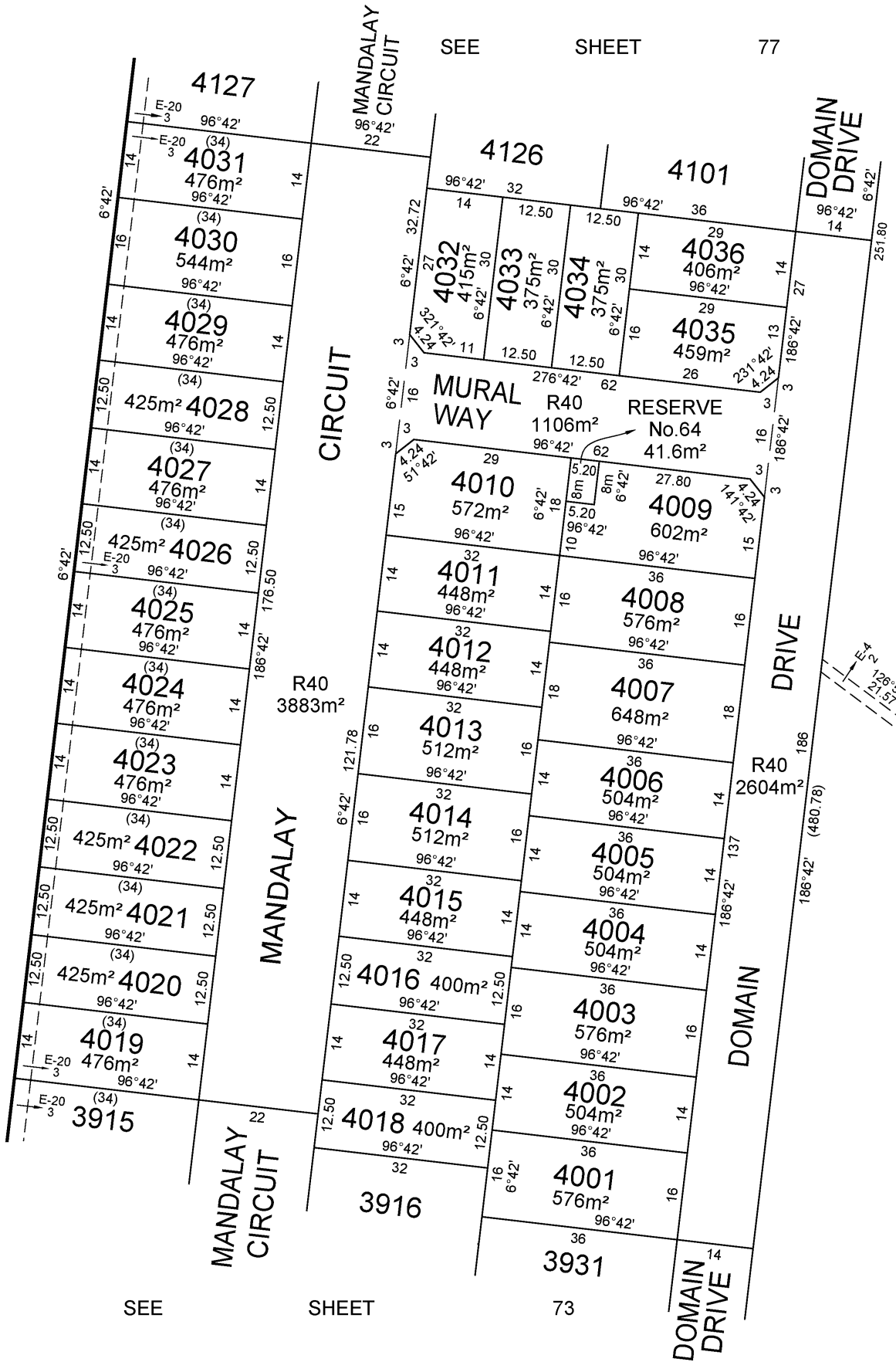
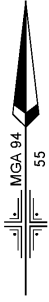
<p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE: 1:750	<p>LENGTHS ARE IN METRES</p>
	DATE: 07/11/22 DRAWING: CM0064AA	REFERENCE: AA0015 DRAWN BY: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

PLAN OF SUBDIVISION


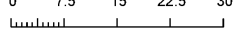
PS 617320S

SEE SHEET 77

SEE SHEET 73

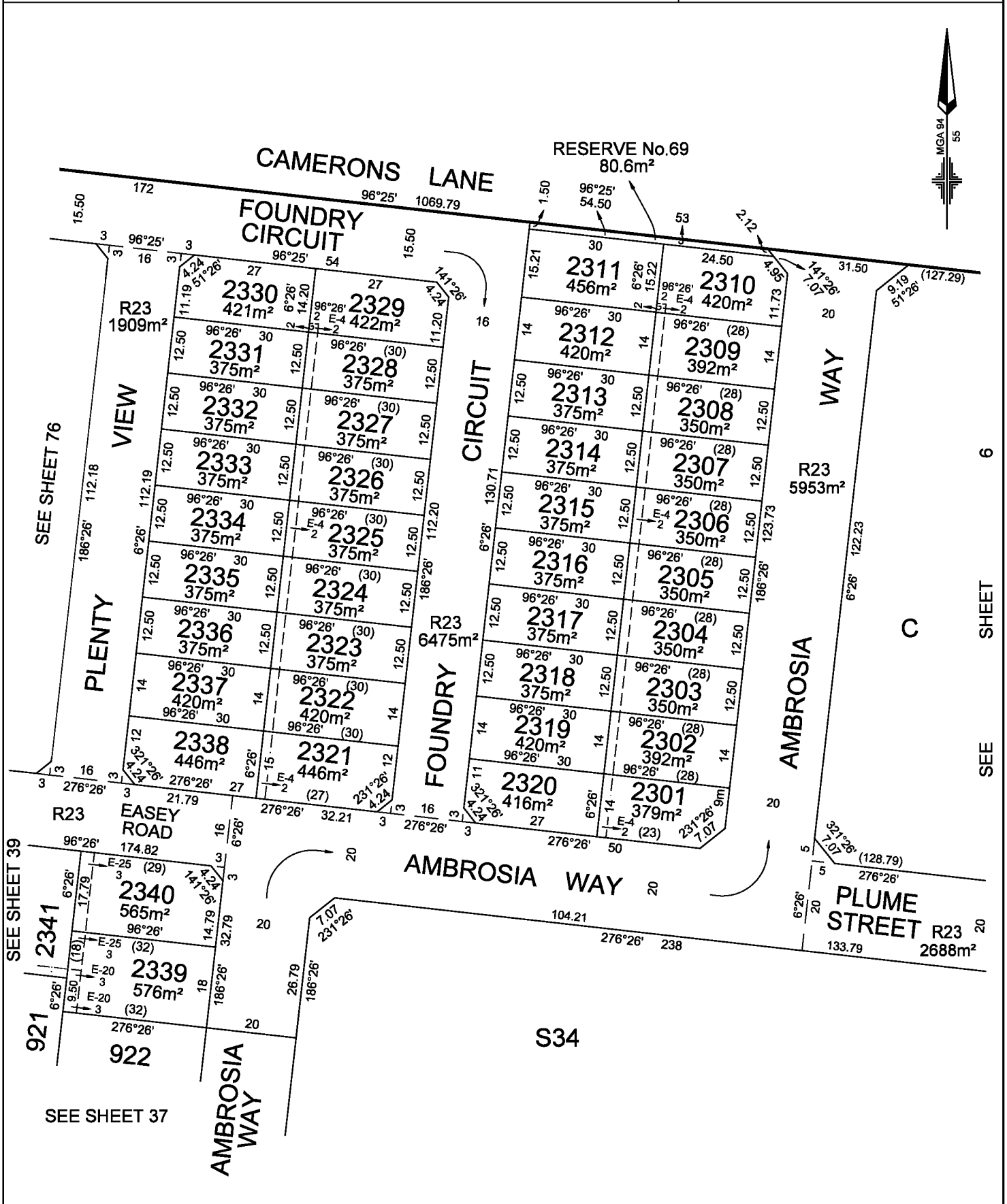



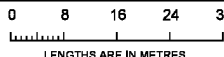
COMMON PROPERTY No.1
SEE SHEET 36

 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 3 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 74

PLAN OF SUBDIVISION

PS 617320S



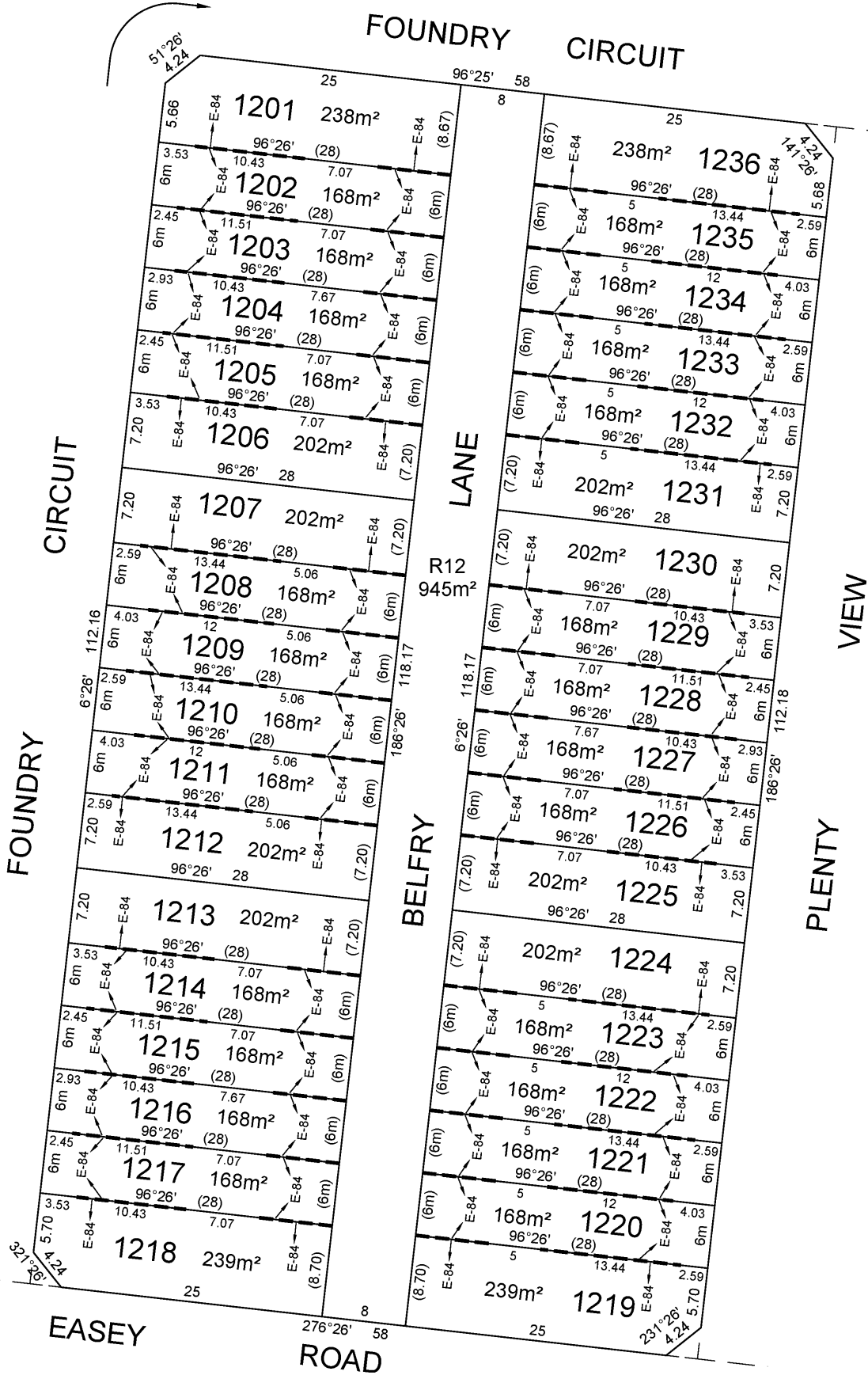
<p>MANDALAY</p>  <p>Lyssna Group Pty Ltd ABN 16 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 5, 102 Dodd Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0094AA DRAWN BY: BA</p>	<p>SCALE 1:800</p>	 <p>0 8 16 24 32 LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 75</p>
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PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 39

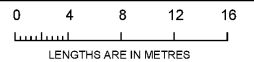


SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:400



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: 17/06/19
 DRAWING: CM0012AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 76

LyssnaGroup.com

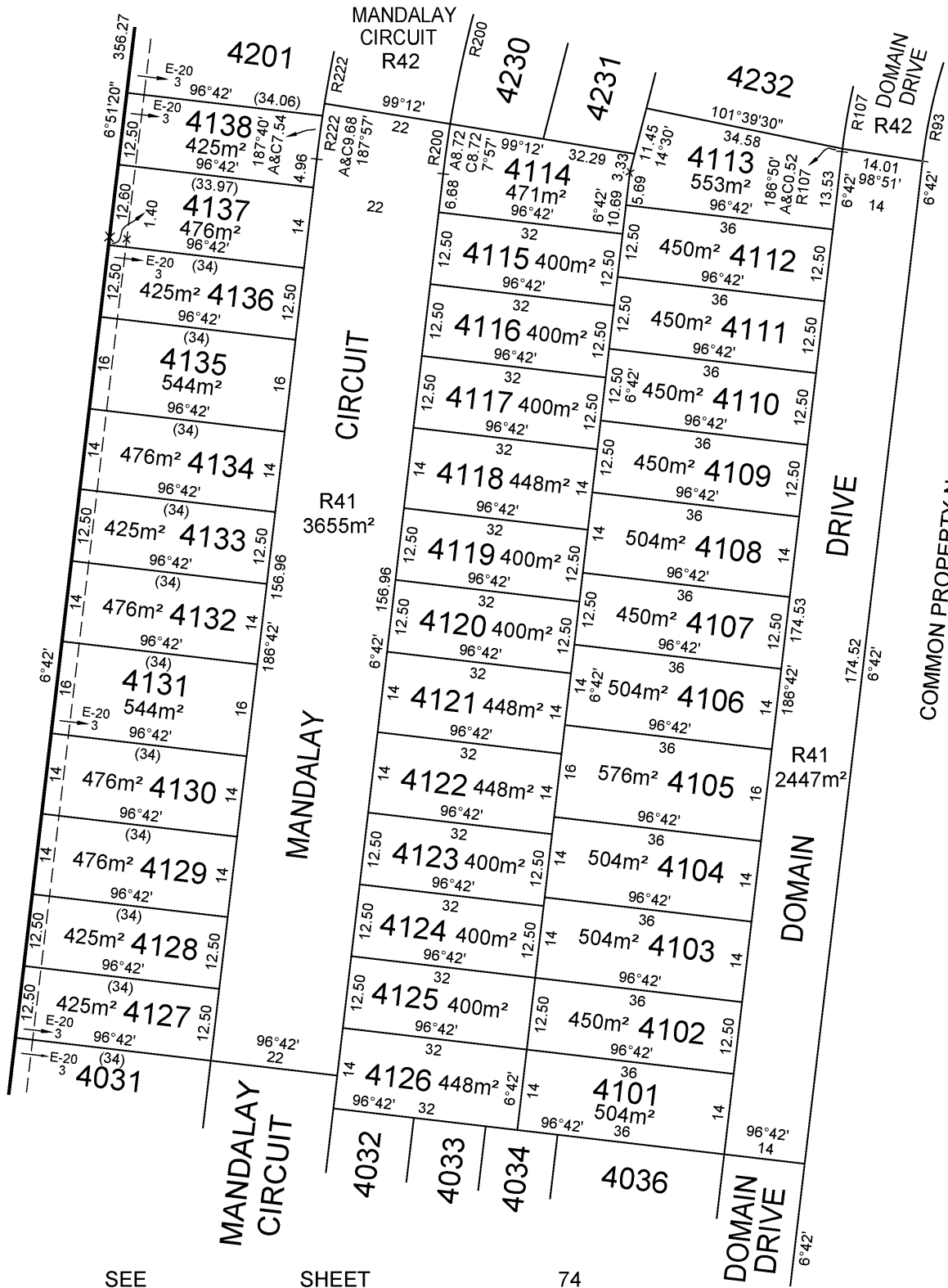
PLAN OF SUBDIVISION

PS 617320S

SEE

SHEET

79



SEE

SHEET

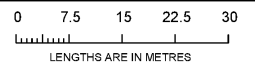
74

COMMON PROPERTY No.1
SEE SHEET 36

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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

LyssnaGroup.com

DATE: 03/11/21
 DRAWING: CM0042AA

REFERENCE: AA0015
 DRAWN BY: LS

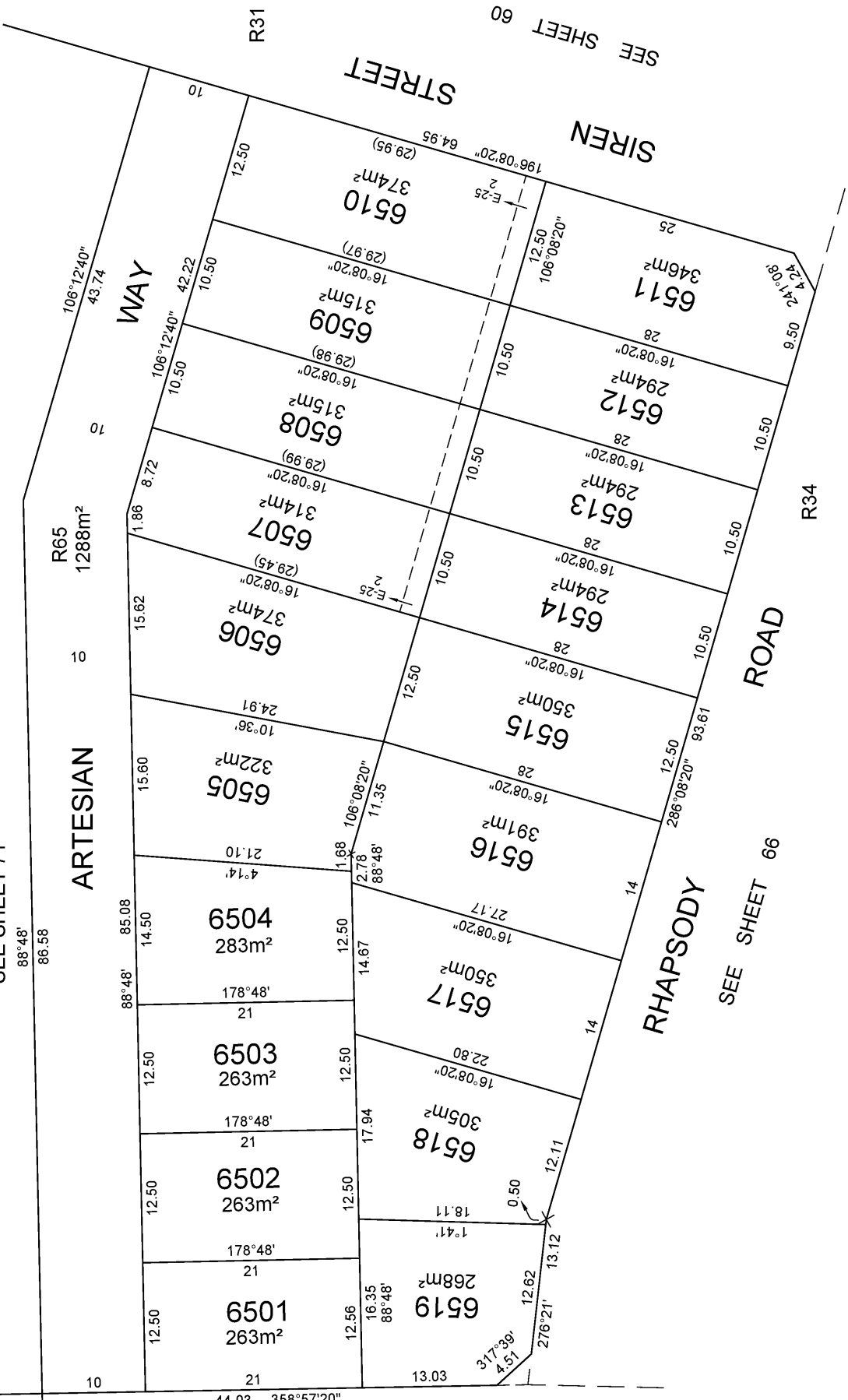
ORIGINAL SHEET SIZE: A3
 SHEET 77

PS 617320S

PLAN OF SUBDIVISION

R37
BURNETT
DRIVE

RESERVE No.58
SEE SHEET 71



R65
ARTESIAN
WAY
1288m²

RHAPSODY
ROAD
SEE SHEET 66

BURNETT
DRIVE

SIREN
STREET
SEE SHEET 60

SEE SHEET 66

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET
SIZE: A3

SCALE
1:400

LENGTHS ARE IN METRES

0 4 8 12 16

0 4 8 12 16

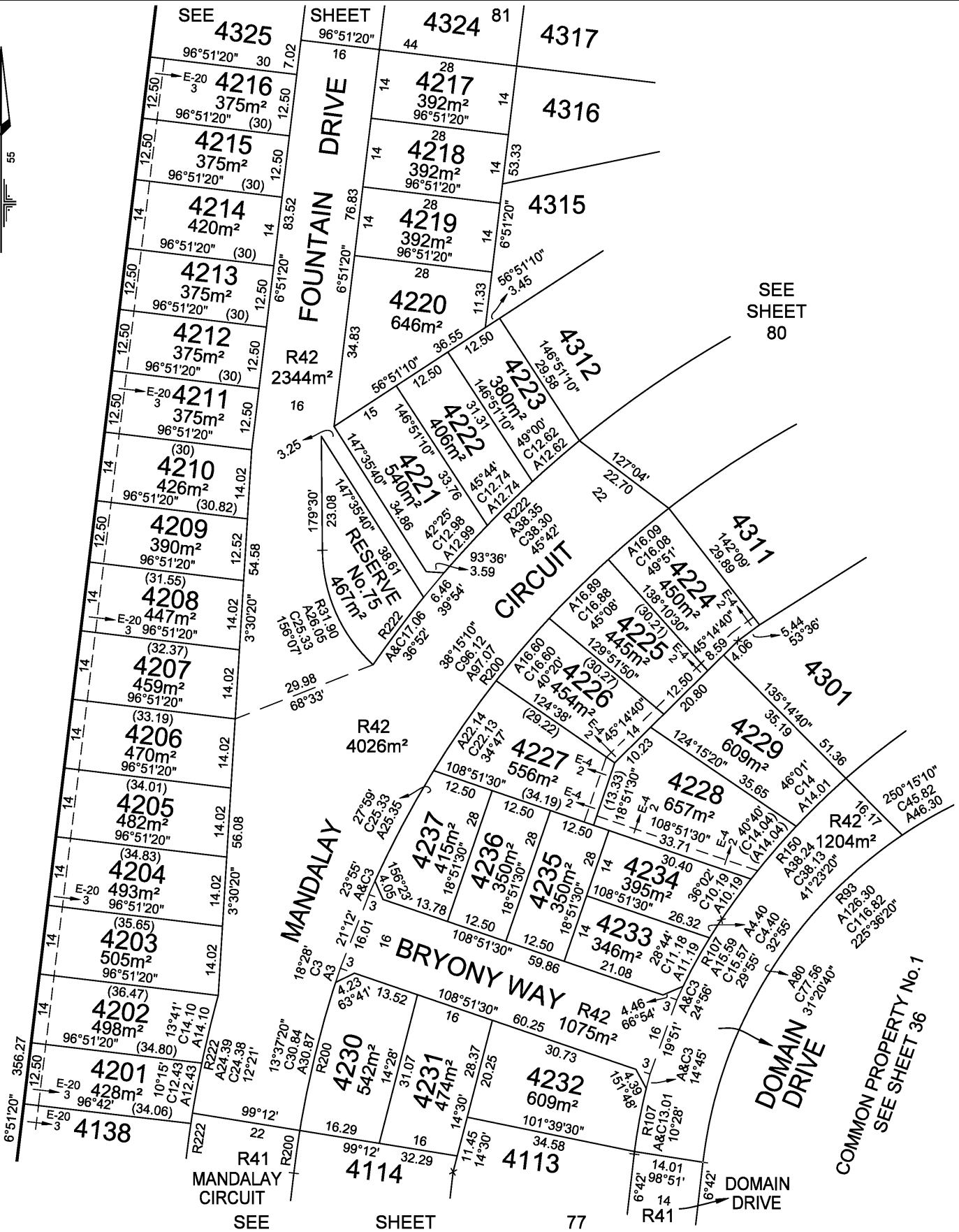
SHEET 78

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1096, South Melbourne 3205
Suite 3, 102 Dadds Street
Southbank VIC 3006 Australia



PLAN OF SUBDIVISION

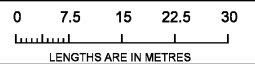
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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

DATE: 27/05/22
 DRAWING: CM0043AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 79

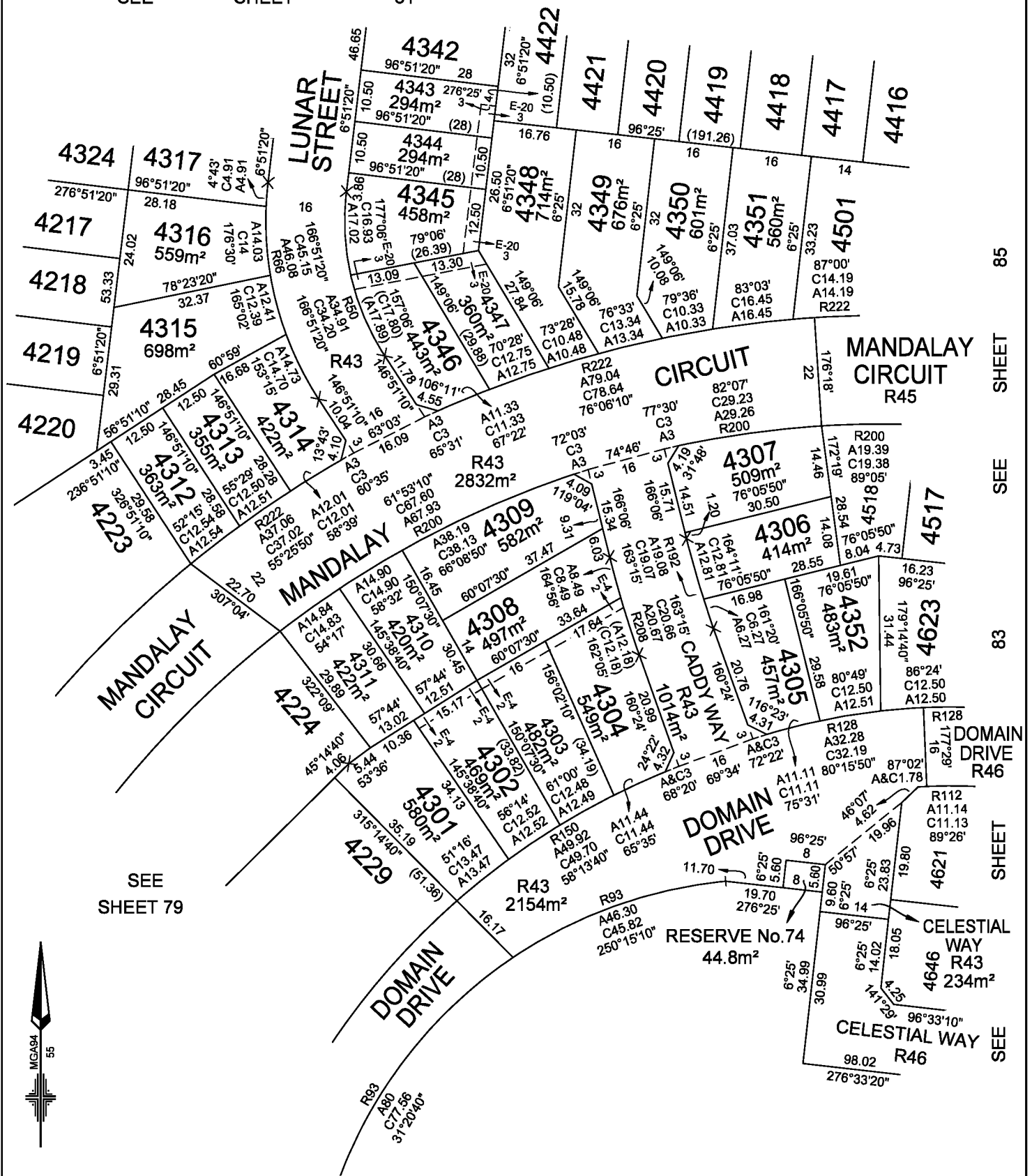
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S


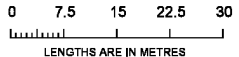
SEE SHEET 81

SEE SHEET 82



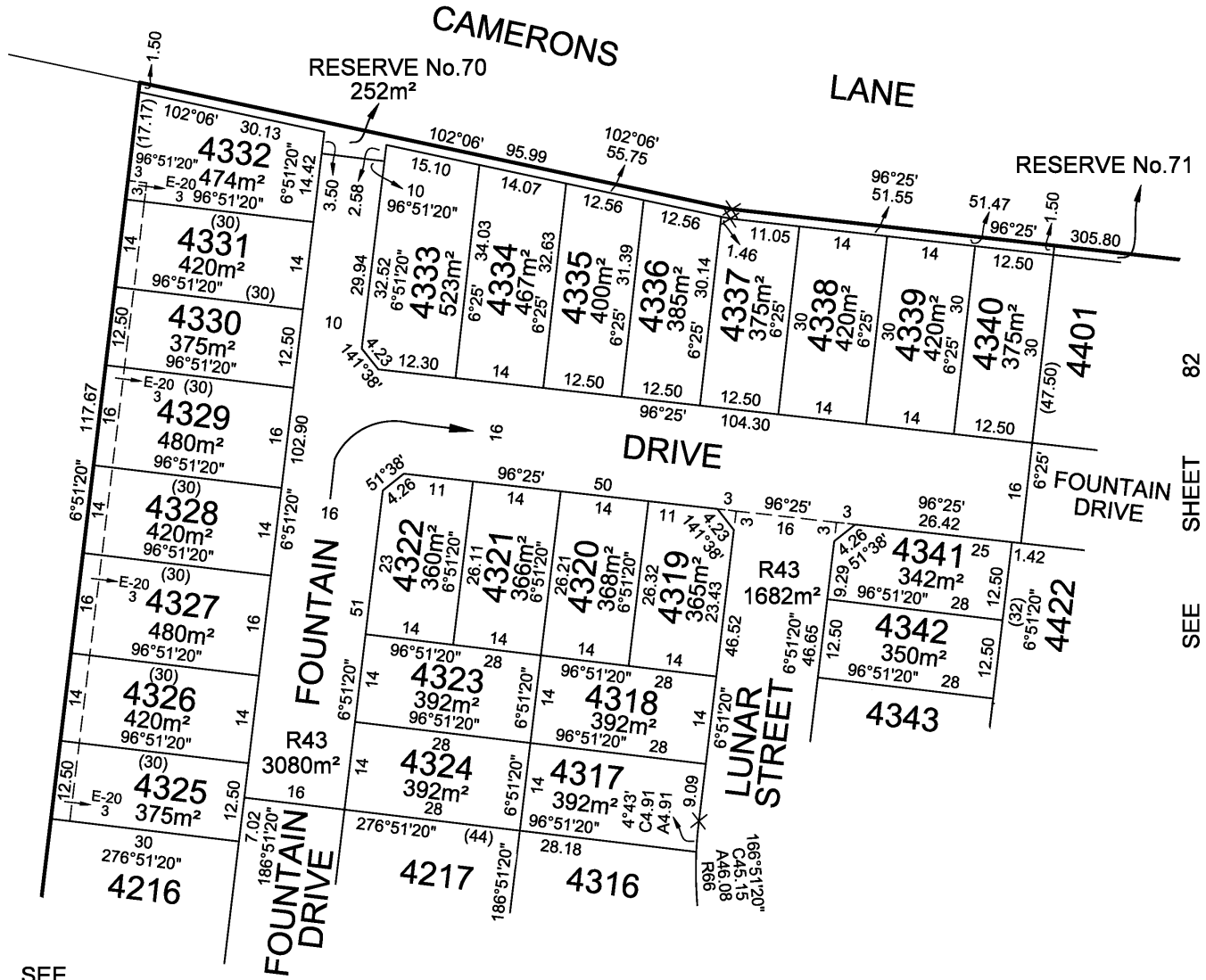
SEE SHEET 79



 <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	 <p>LENGTHS ARE IN METRES</p>
	DATE: 19/08/22 DRAWING: CM0045AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 80

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 6

SEE

SHEET

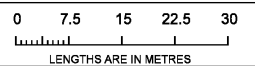
80

SEE SHEET 82

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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 Tel: +61 3 9516 6899
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 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

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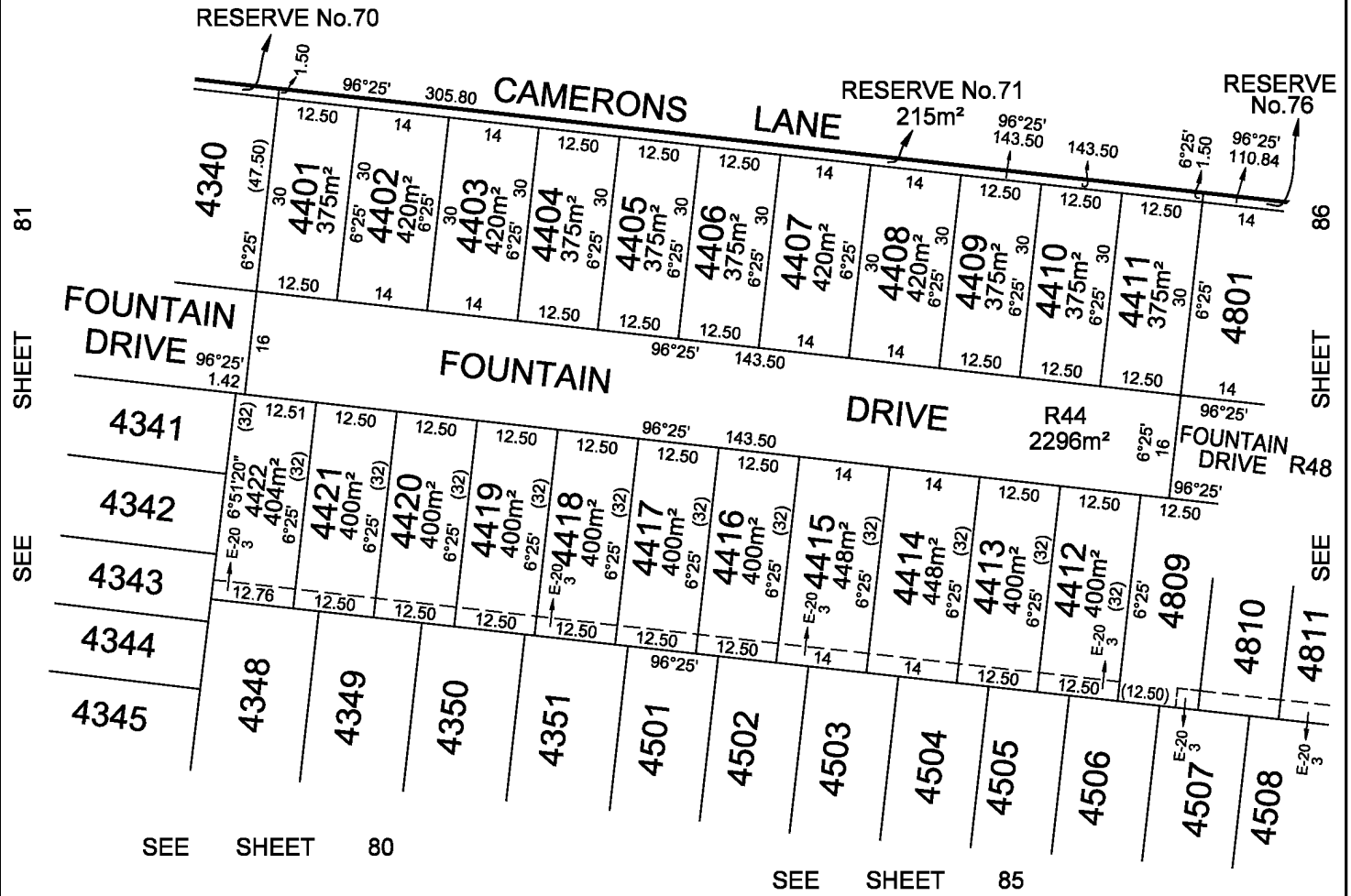
DATE: 27/05/22
 DRAWING: CM044AA


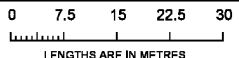
REFERENCE: AA0015
 DRAWN BY: BA

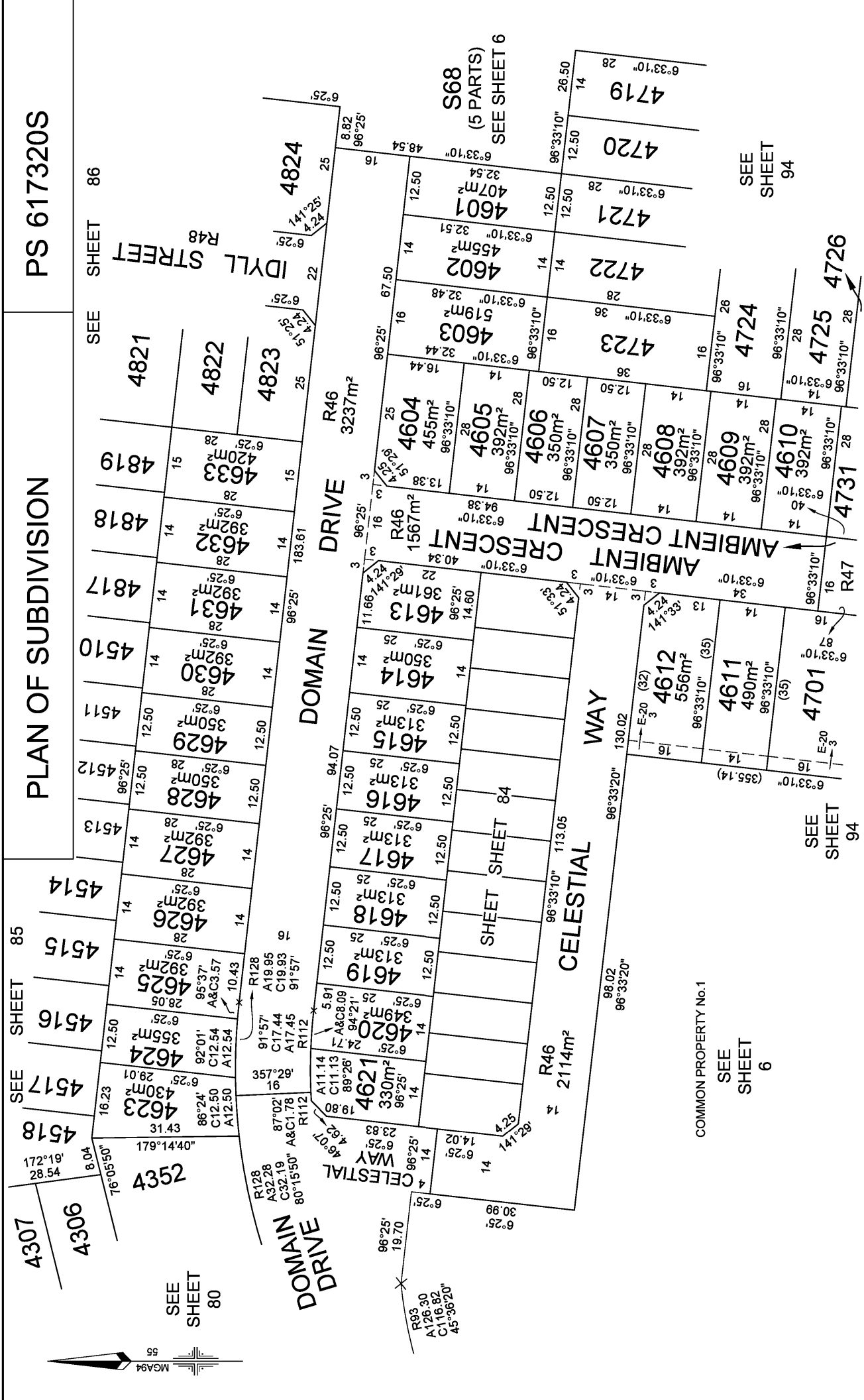
ORIGINAL SHEET SIZE: A3
 SHEET 81

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>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	 <p>LENGTHS ARE IN METRES</p>
	DATE: 19/08/22 DRAWING: CM0048AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 82	



PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 85

SEE SHEET 86

SEE SHEET 80

SEE SHEET 94

SEE SHEET 6

SHEET 83

ORIGINAL SHEET SIZE: A3

LENGTHS ARE IN METRES

SCALE

1:750

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23

DRAWN BY: BA

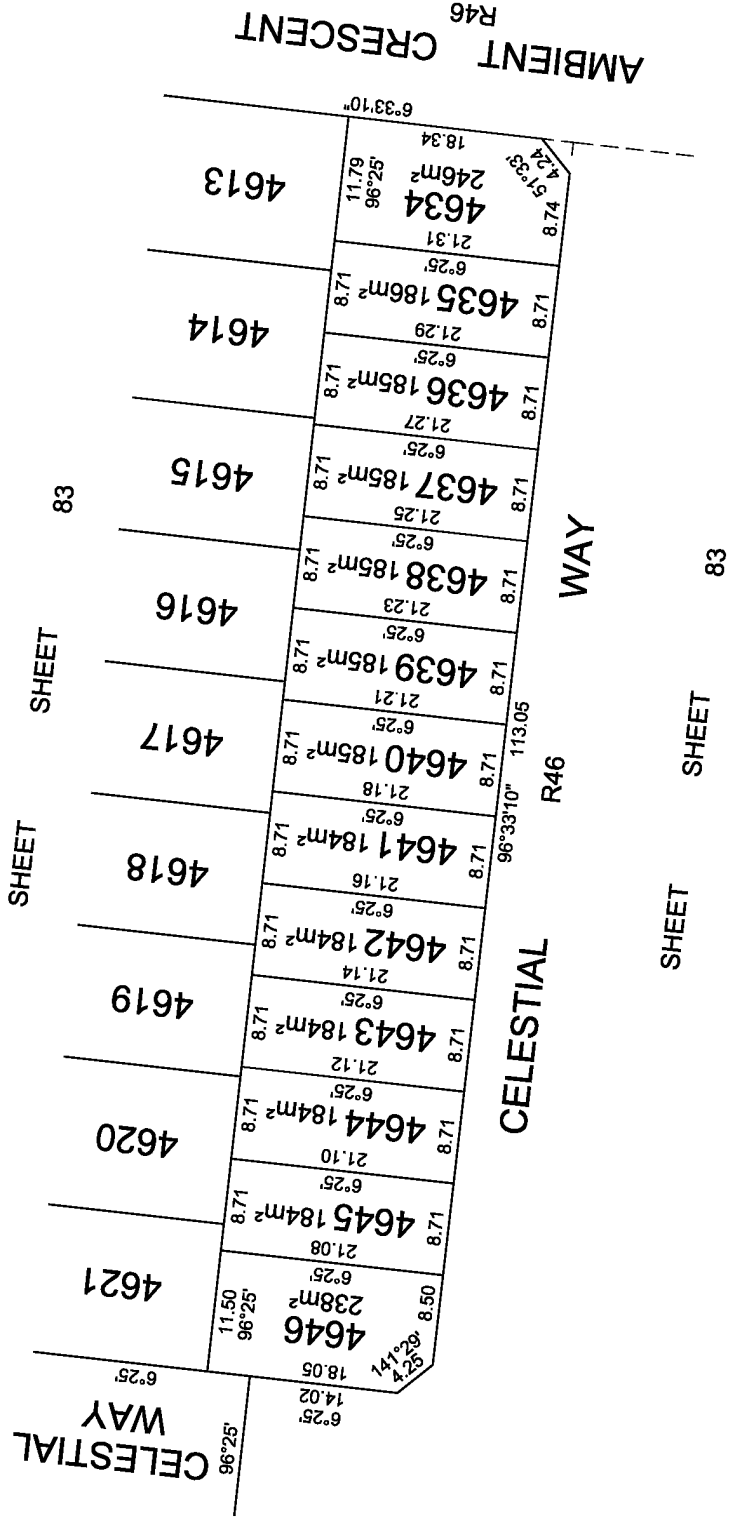
REFERENCE: AA0015

DRAWING: CM0056AA

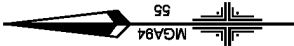
Lyssna Group Pty Ltd
 ABN 18 616 811 051
 Tel: +61 3 9516 6899
 PO Box 1096, South Melbourne 3205
 Suite 3, 102 Docks Street
 Southbank VIC 3006 Australia
 LyssnaGroup.com


PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 83

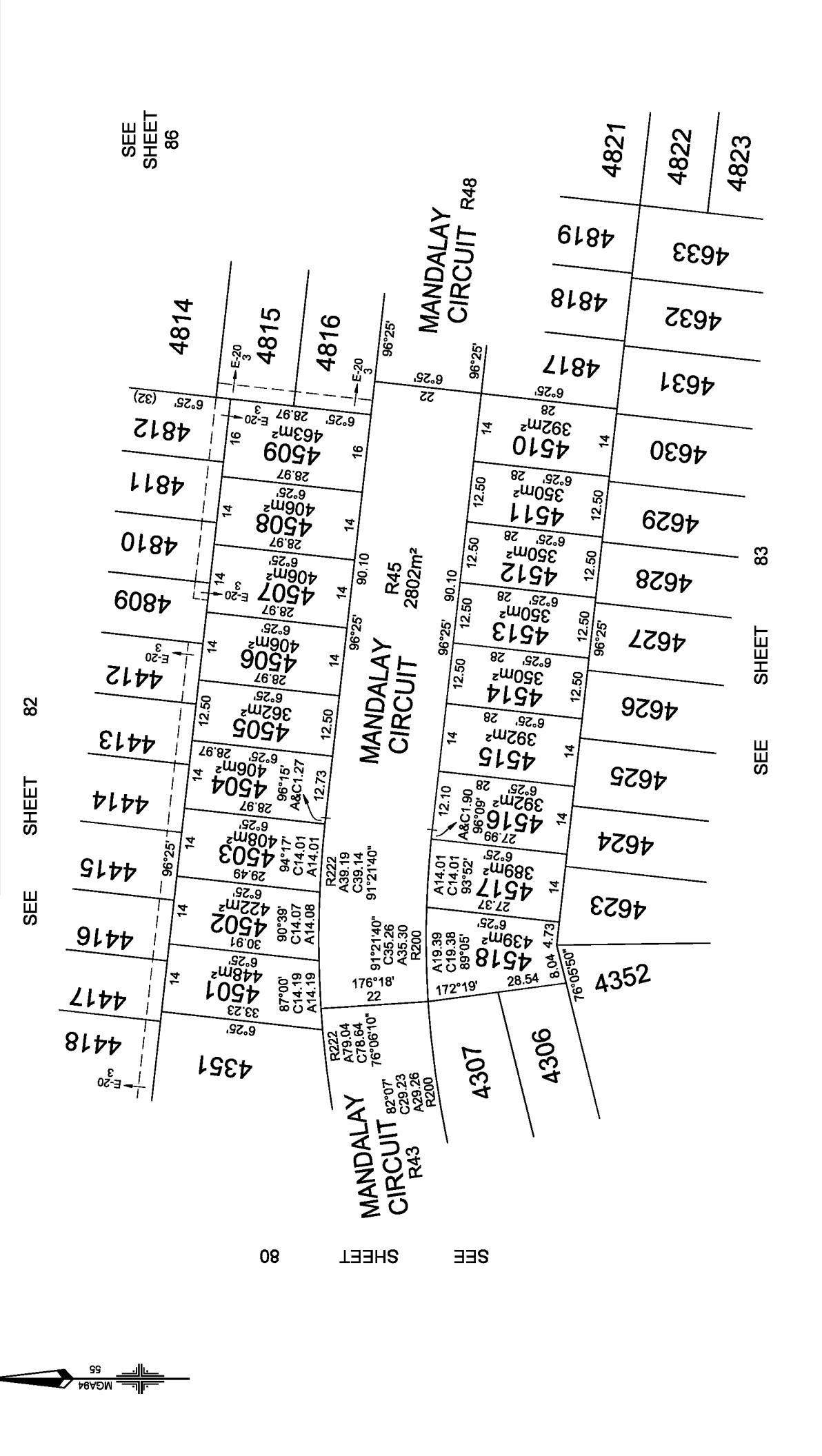


 <p>Lyssna Group Pty Ltd ABN 18 616 611 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3005 Australia</p> <p>lyssnagroup.com</p>		MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 19/08/22 DRAWING: CM0046AA	ORIGINAL SHEET SIZE: A3	SHEET 84
REFERENCE: AA0015 DRAWN BY: BA		SCALE 1:500	LENGTHS ARE IN METRES 0 5 10 15 20	

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 82

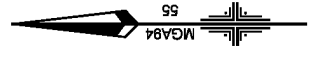


SEE SHEET 82

SEE SHEET 86

MANDALAY	SCALE	ORIGINAL SHEET SIZE: A3	SHEET 85
LICENSED SURVEYOR: ANDREW J. REAY	1:750		
DATE: 19/08/22			
DRAWING: CM0048AA			
REFERENCE: AA0015			
DRAWN BY: BA			

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 Southbank VIC 3005 Australia
LyssnaGroup.com



SEE SHEET 82

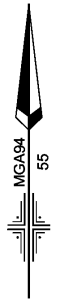
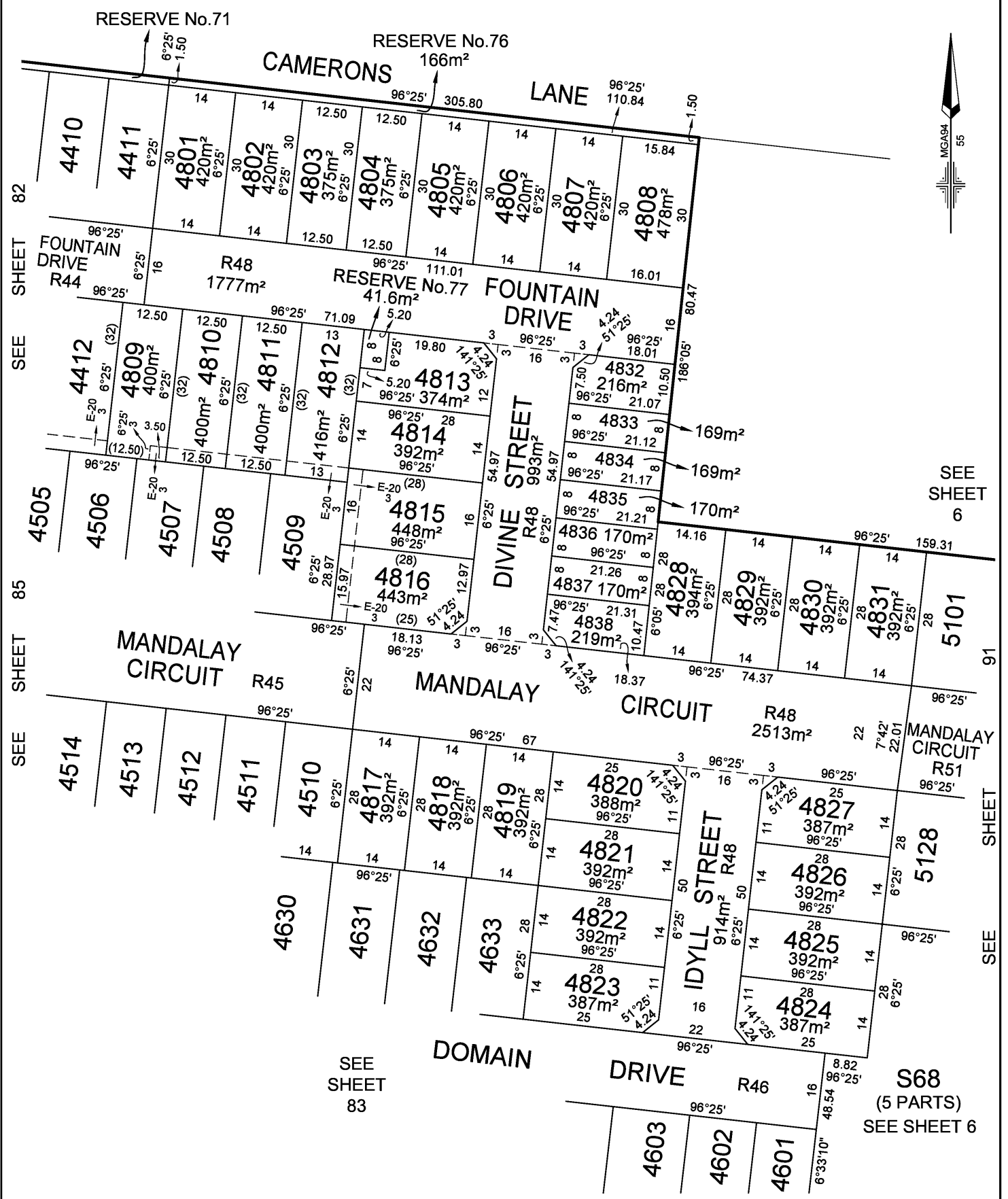
SEE SHEET 86

MANDALAY	SCALE	ORIGINAL SHEET SIZE: A3	SHEET 85
LICENSED SURVEYOR: ANDREW J. REAY	1:750		
DATE: 19/08/22			
DRAWING: CM0048AA			
REFERENCE: AA0015			
DRAWN BY: BA			

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 Tel: +61 3 9516 6899
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 Southbank VIC 3005 Australia
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 82

SEE SHEET 85

SEE SHEET 6

SEE SHEET 91

SEE SHEET 83

S68 (5 PARTS) SEE SHEET 6

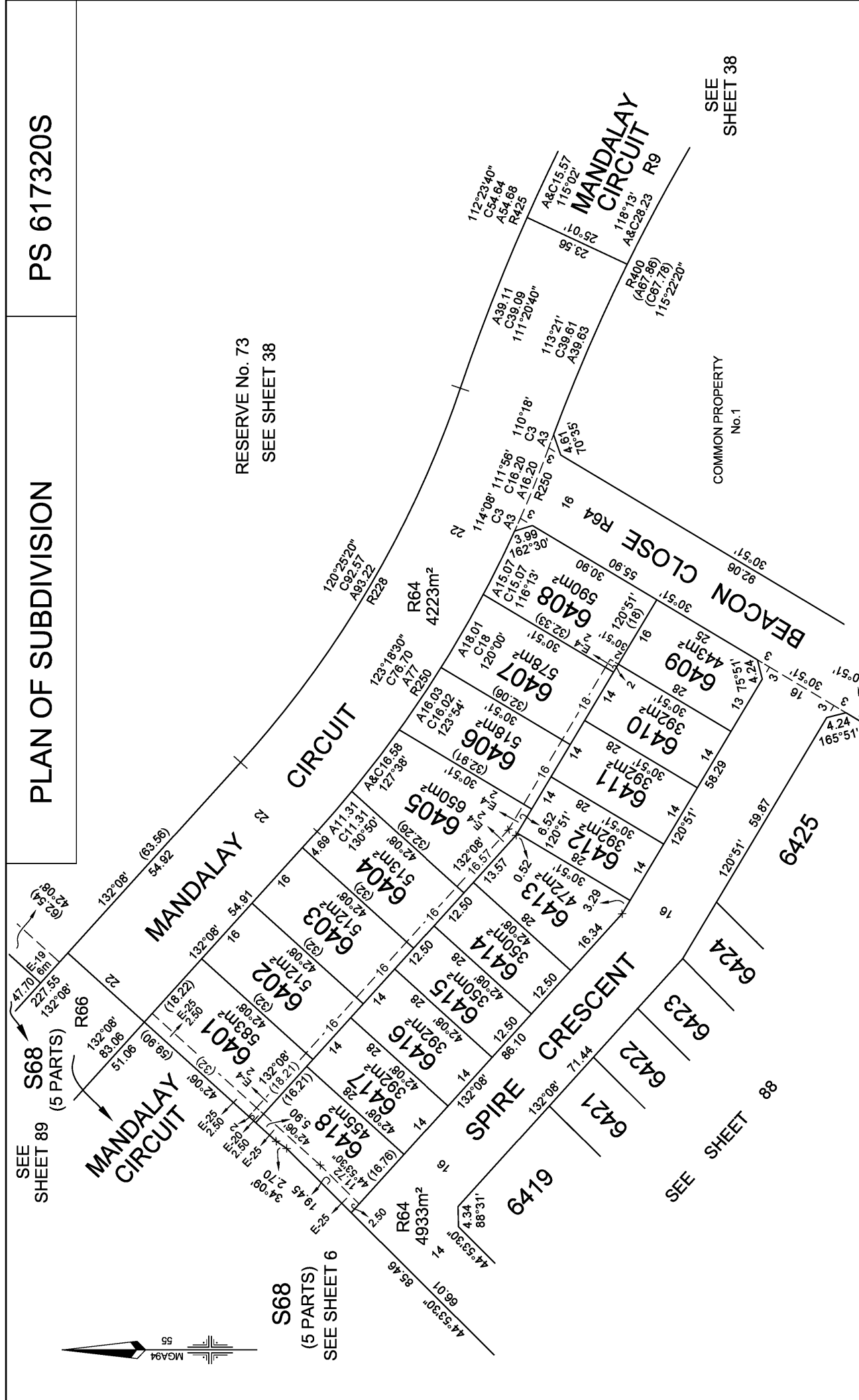
<p>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	<p>LENGTHS ARE IN METRES</p>
	DATE: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 86	
	MANDALAY			

PS 617320S

PLAN OF SUBDIVISION

RESERVE No. 73
SEE SHEET 38

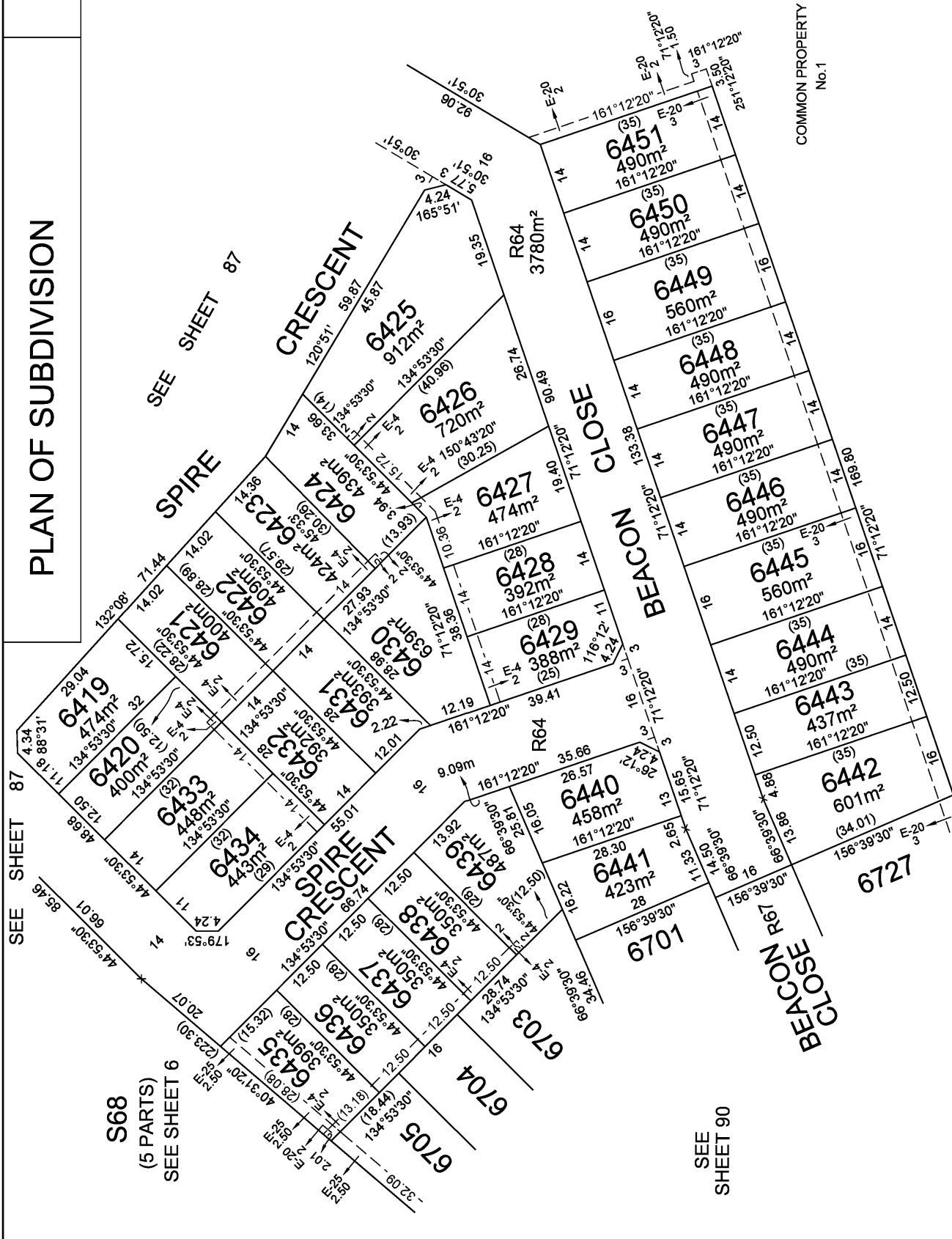
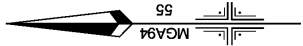
SEE SHEET 38



<p>MANDALAY</p> <p>LICENSED SURVEYOR: ANDREW J. REAY</p>		SCALE	0 7.5 15 22.5 30	ORIGINAL SHEET	SHEET 87
<p>DATE: 02/11/23</p> <p>DRAWING: CM0056AA</p>		1:750	LENGTHS ARE IN METRES	SIZE: A3	
<p>MANDALAY</p> <p>Licensed Surveyor: Andrew J. Reay</p> <p>Reference: AA0015</p> <p>Date: 02/11/23</p> <p>Drawing: CM0056AA</p> <p>Drawn by: BA</p>					
<p>Lyssna Group Pty Ltd</p> <p>Tel: +61 3 9516 6699</p> <p>ABN 18 616 811 151</p> <p>PO Box 1096, South Melbourne 3205</p> <p>Suite 3, 102 Docks Street</p> <p>Southbank VIC 3006 Australia</p> <p>Lyssna</p> <p>lyssnagroup.com</p>					

PS 617320S

PLAN OF SUBDIVISION



COMMON PROPERTY No.1

SEE SHEET 87

SEE SHEET 87

S68 (5 PARTS) SEE SHEET 6

SEE SHEET 90

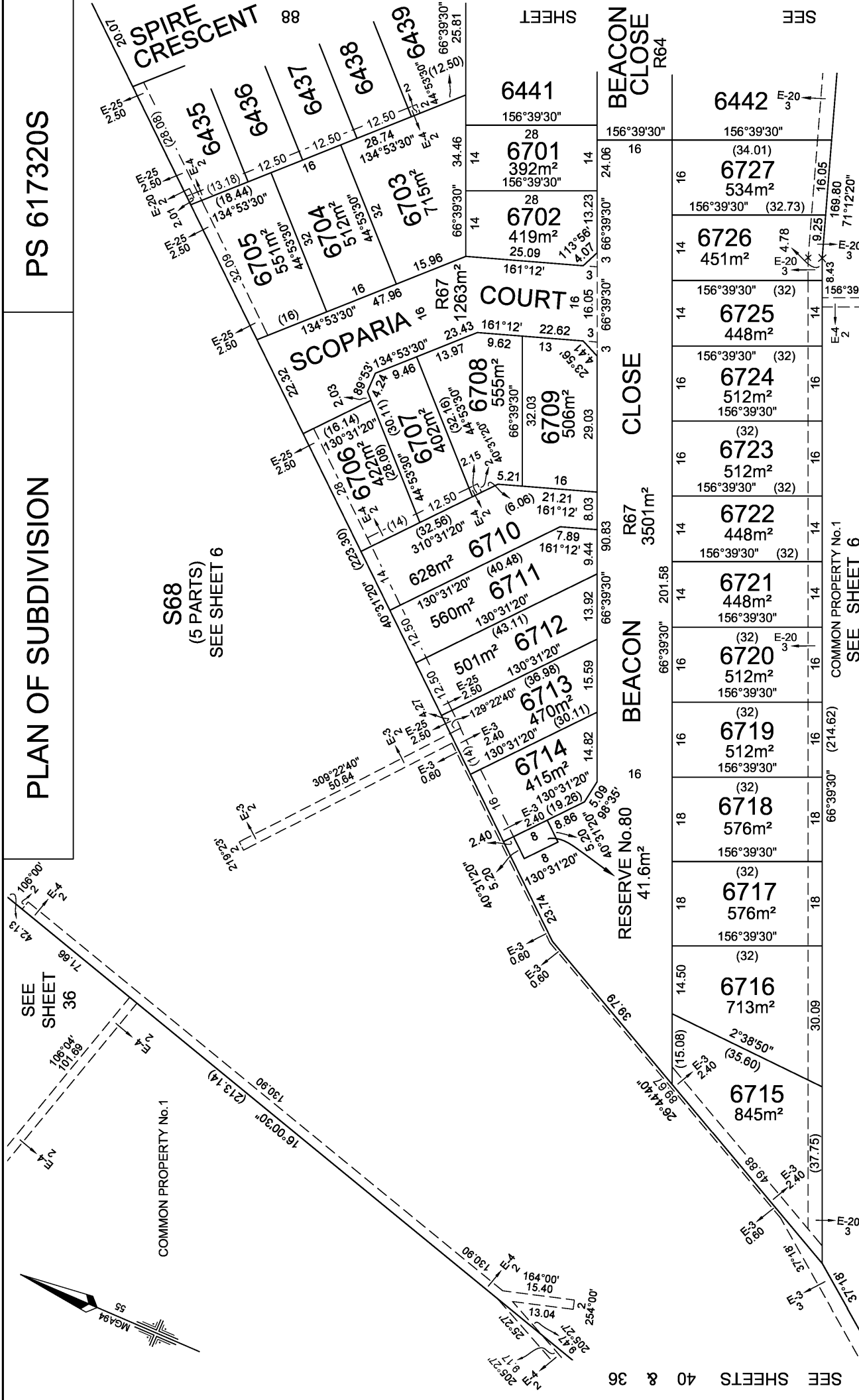
MANDALAY		SCALE	0 7.5 15 22.5 30	ORIGINAL SHEET	SHEET 88
LICENSED SURVEYOR: ANDREW J. REAY		1:750	LENGTHS ARE IN METRES	SIZE: A3	
DATE:	02/11/23	REFERENCE:	AA0015		
DRAWING:	CM0056AA	DRAWN BY:	BA		
 Lyssna Group Pty Ltd Tel: +61 3 9516 6699 PO Box 1096, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia LyssnaGroup.com					

PS 617320S

PLAN OF SUBDIVISION

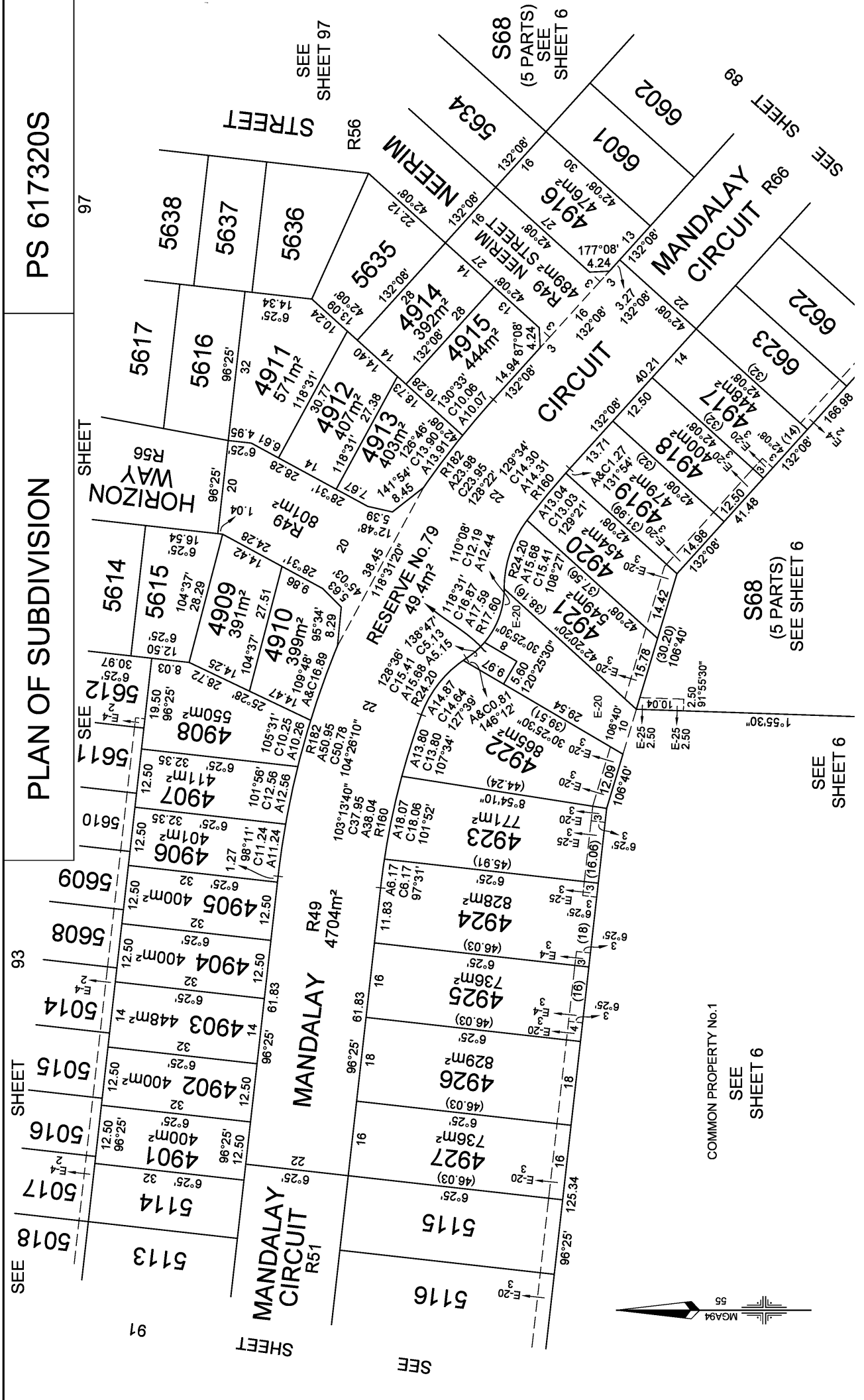
S68
(5 PARTS)
SEE SHEET 6

COMMON PROPERTY No.1



SEE SHEETS 40 & 36

MANDALAY		SCALE		SHEET 90	
LICENSED SURVEYOR: ANDREW J. REAY		1:750		ORIGINAL SHEET SIZE: A3	
DATE: 02/11/23		LENGTHS ARE IN METRES		SEE SHEET 6	
DRAWING: CM0056AA		0 7.5 15 22.5 30		COMMON PROPERTY No.1	
REFERENCE: AA0015		DRAWN BY: BA		SEE SHEET 6	
Lyssna Group Pty Ltd ABN 18 616 811 051 Tel: +61 3 9516 6899 PO Box 1096, South Melbourne 3205 Suite 3, 102 Doodis Street Southbank VIC 3006 Australia		Lyssna		Lyssna Group Pty Ltd	



PS 617320S

PLAN OF SUBDIVISION


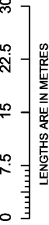
SHEET 93

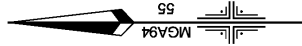
SEE SHEET

SHEET 97

SEE SHEET

91

 <p>Lyssna Group Pty Ltd ABN 18 616 611 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddis Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	<p>MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 92</p>
	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>LENGTHS ARE IN METRES</p> 		



COMMON PROPERTY No.1
 SEE SHEET 6

SEE SHEET 6

S68
 (5 PARTS)
 SEE SHEET 6

SEE SHEET 89

SEE SHEET 97

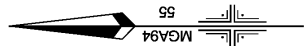
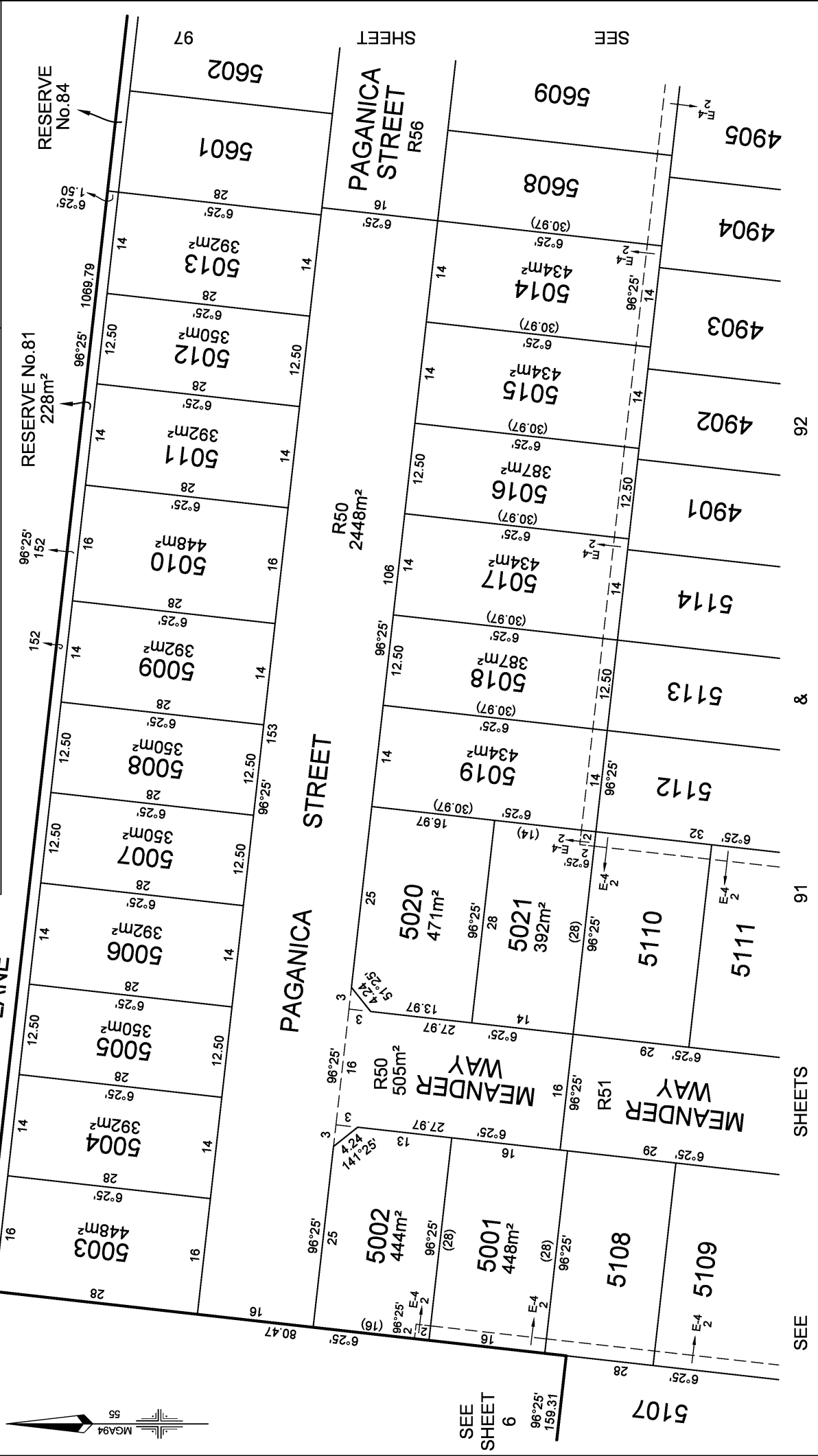
SEE SHEET

PS 617320S

PLAN OF SUBDIVISION

LANE

CAMERONS



SEE SHEET 6
96°25' 159.31

SEE SHEET 97

SEE

91

&

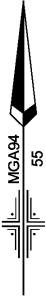
92

MANDALAY	SCALE	ORIGINAL SHEET	SHEET
LICENSED SURVEYOR: ANDREW J. REAY	1:500	SIZE: A3	93

<p>Lyssna Group Pty Ltd ABN 18 616 811 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>DATE: 02/11/23 DRAWING: CM0056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>
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PLAN OF SUBDIVISION

PS 617320S

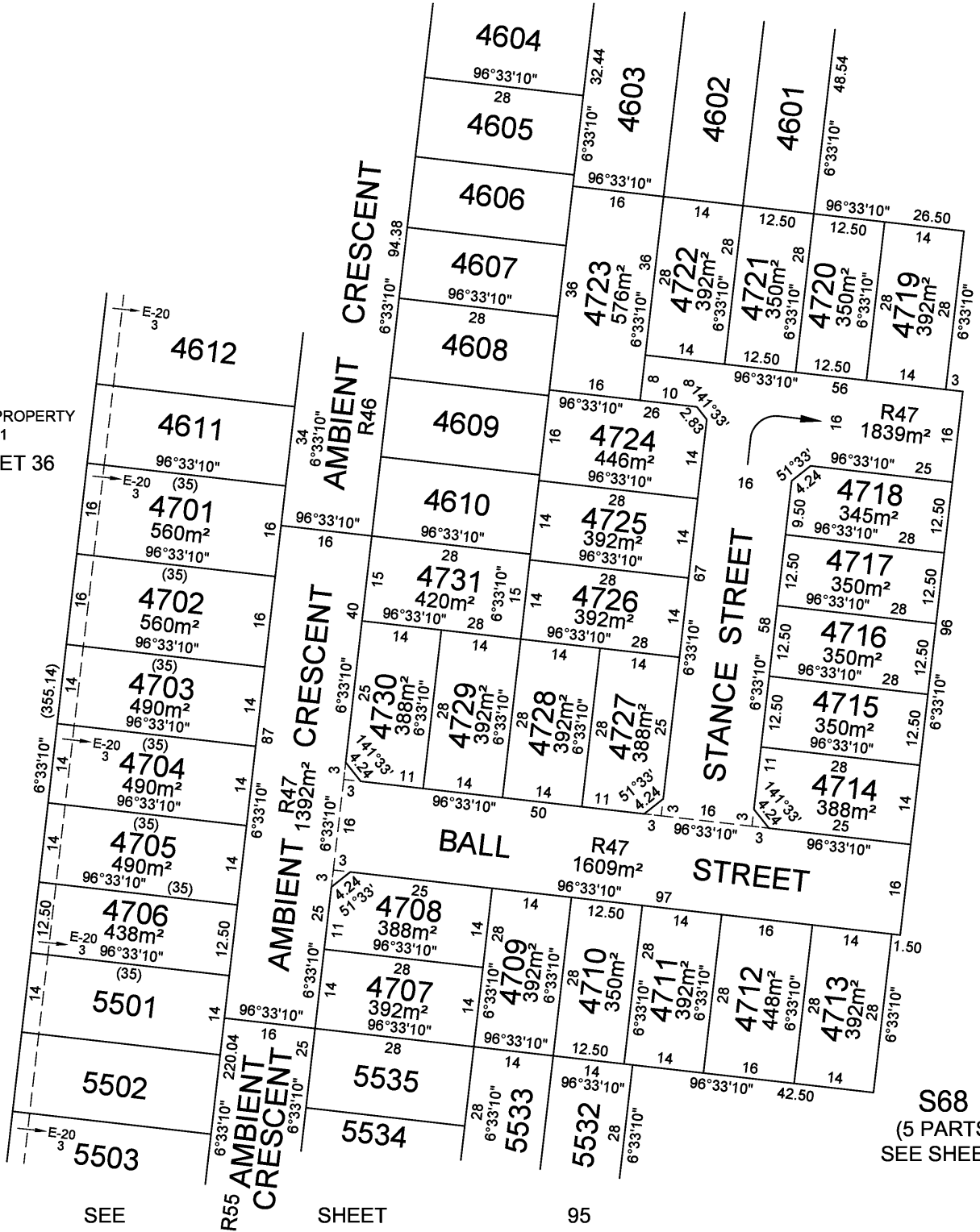


SEE

SHEET

83

COMMON PROPERTY
No.1
SEE SHEET 36

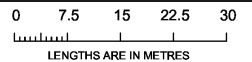


S68
(5 PARTS)
SEE SHEET 6

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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: 02/11/23
DRAWING: CM0056AA

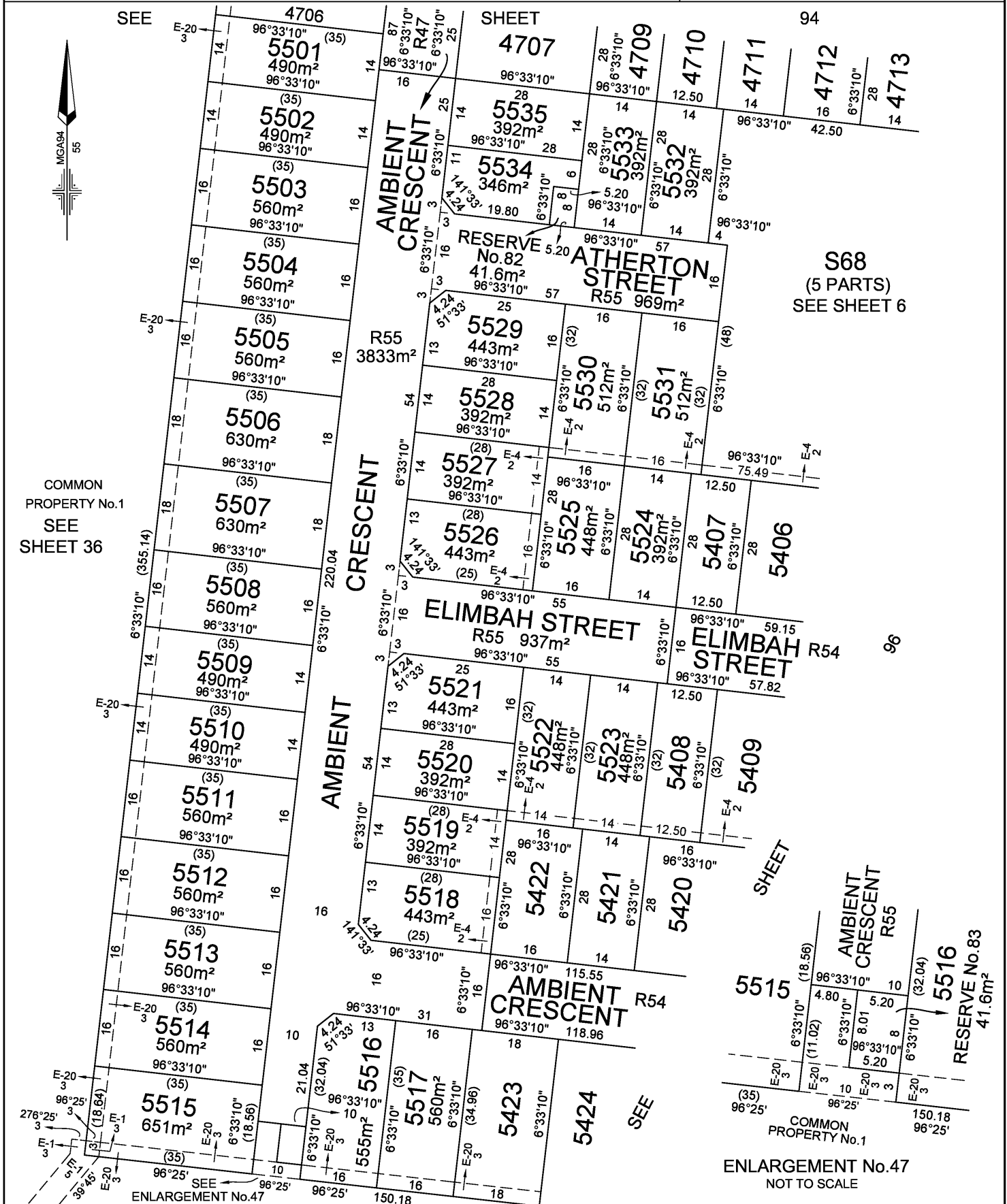
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 94

LyssnaGroup.com

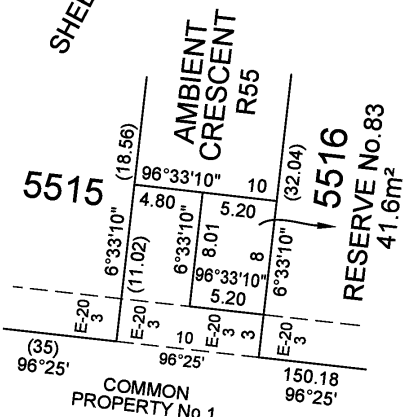
PLAN OF SUBDIVISION

PS 617320S


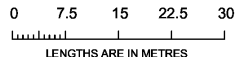


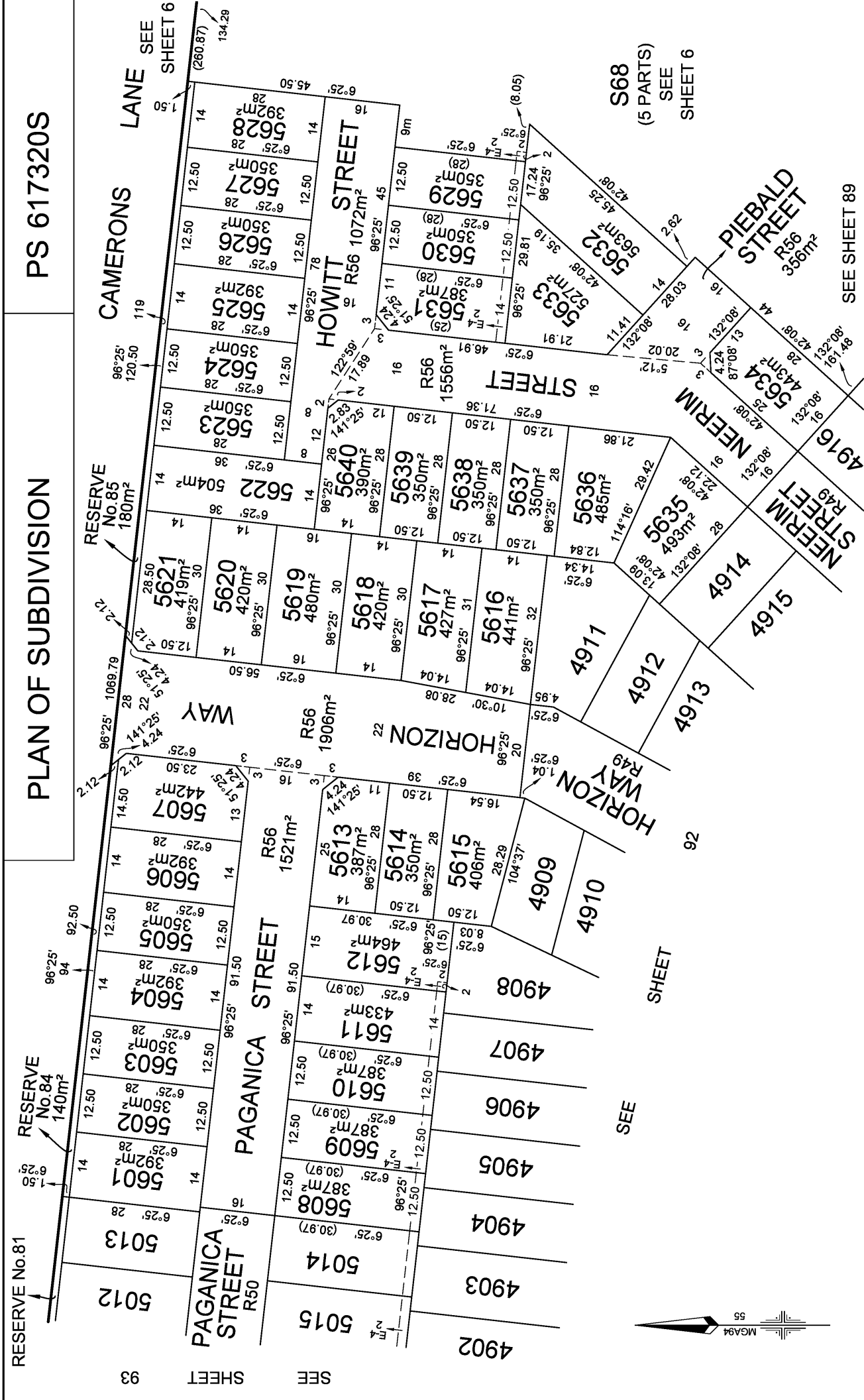
COMMON PROPERTY No.1
SEE SHEET 36


S68
(5 PARTS)
SEE SHEET 6



ENLARGEMENT No. 47
NOT TO SCALE

 <p>Lyssna Group Pty Ltd ABN 18 616 611 191 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 1:750	 <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	



 Lyssna Group Pty Ltd ABN 18 616 611 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddis Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 97
	DATE: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	LENGTHS ARE IN METRES 0 7.5 15 22.5 30	

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)	AA3261
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



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

LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 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



LyssnaGroup.com

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

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23 REFERENCE: AA0015
 DRAWING: CM0056AA 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.

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

 <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> <p>LyssnaGroup.com</p>	MANDALAY		
	LICENSED SURVEYOR: ANDREW J. REAY		
	DATE: 02/11/23	REFERENCE: AA0015	ORIGINAL SHEET SIZE: A3
DRAWING: CM0056AA	DRAWN BY: BA	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.
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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



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AG754756L 13 98

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Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: JT/WL 09/0908

Customer Code: 1662T



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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer *(full name)*:

PETER HALTON A/CEO

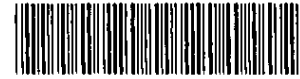
Date:

14. September 2009

CLAYTON UTZ

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15/09/2009 \$102.90 173



**Section 173 Agreement
(Land Owner Obligations)**

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Allison 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

AG754756L

15/09/2009 \$102.90 173



Contents

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

AG754756L

15/09/2009 \$102.90 173



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

Parties

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

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

Background

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

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

AG754756L



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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

1.2 Interpretation

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

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

AG754756L

15/09/2009 \$102.90 173



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

AG754756L

15/09/2009 \$102.90 173



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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner

4.1 Restriction on Subdivision of Lots

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

4.2 Restriction on number of Dwellings

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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

AG754756L



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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

8.2 Unresolved dispute

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

AG754756L



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

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

9. General

9.1 Further acts

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

9.2 Successors in title

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

AG754756L

15/09/2009 \$102.90 173



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

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

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

9.6 Notices

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

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

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

AG754756L

15/09/2009 \$102.90 173



10. Ending of Agreement

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

11.3 Creditable acquisition

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

11.4 Tax Invoice

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

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

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

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full


AG754756L

15/09/2009 \$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 Mediator Specialist

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

JENNY GARNHAM LL.B.

ALAN GOLDSTONE LL.B

SAM RECHT



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



AG754783H 113 998



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Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: STWL 09/0908.

Customer Code: 1662T

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

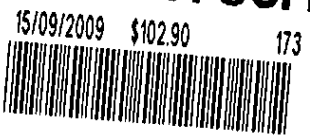
Signature of Authority:

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

Date:

14th September 2009

AG754783H



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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AG754783H

15/09/2009 \$102.90 173



Contents

1. Definitions and Interpretations 2

 1.1 Definitions 2

 1.2 Interpretation 4

2. Agreement under section 173 of the Act..... 6

3. Commencing and effect of agreement 6

 3.1 Commencing and termination of agreement 6

 3.2 Covenants 6

4. Obligations of the Owner and Council 6

 4.1 Community Facilities 6

 4.2 Other Services and Facilities 8

 4.3 Drainage Infrastructure 8

 4.4 Creation of the Owners Corporation and maintenance of Public
 Land by Council and the Owners Corporation 8

 4.5 Shared Path 8

5. Owner's Warranties 9

6. Registration..... 9

 6.1 Registration 9

 6.2 Notice 9

7. Non-compliance..... 9

8. Disputes 9

 8.1 Dispute resolution..... 9

 8.2 Unresolved dispute..... 10

9. General 11

 9.1 Further acts 11

 9.2 Successors in title 11

 9.3 Council's costs to be paid 11

 9.4 Governing law 11

 9.5 Jurisdiction 11

 9.6 Notices 12

10. Ending of Agreement..... 12

11. GST 12

 11.1 Interpretation 12

 11.2 GST exclusive amount 12

 11.3 Creditable acquisition 13

 11.4 Tax invoice 13

**Annexure 1 - Location of, Specifications for and timing of construction and
provision of the Services and Facilities 14**

Annexure 2 - Standard Service Levels..... 15

Annexure 3 - Design/Functional Brief..... 16

AG754783H

15/09/2009 \$102.90 173



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

Parties

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

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

Background

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

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

AG754783H



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

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

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

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

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

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

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

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

"Design/Functional Brief" means:

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

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

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

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

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

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

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

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

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

AG754783H

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

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

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

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

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

1.2 Interpretation

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

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

AG754783H

15/09/2009 \$102.90 173



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

AG754783H

15/09/2009 \$102.90 173



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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

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

AG754783H

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

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

for sufficient time to accommodate demand;

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

AG754783H

15/09/2009 \$102.90 173



4.2 Other Services and Facilities

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

4.3 Drainage Infrastructure

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

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

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

4.5 Shared Path

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

AG754783H

15/09/2009 \$102.90 173



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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

AG754783H



8.2 Unresolved dispute

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

- (i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;
- (ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;
- (iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;
- (iv) for a matter connected with the cost of construction of works, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;
- (v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board,

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

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

- (i) the independent expert shall act as an expert and not as an arbitrator;
- (ii) the independent expert shall determine the dispute:
 - A. on the basis of the rights and obligations set out in this Agreement; and
 - B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;
- (iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;
- (iv) the determination of the independent expert shall be final and binding on the parties;
- (v) the cost of the determination shall be borne equally by the parties;
- (vi) the parties may be legally represented at any hearing before the independent expert;
- (vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

AG754783H

15/09/2009 \$102.90 173



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

9. General

9.1 Further acts

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

9.2 Successors in title

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

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

9.3 Council's costs to be paid

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

9.4 Governing law

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

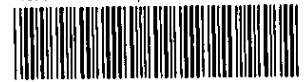
9.5 Jurisdiction

Each party irrevocably:

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

AG754783H

15/09/2009 \$102.90 173



9.6 Notices

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

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

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

10. Ending of Agreement

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

AG754783H

15/09/2009 \$102.90 173



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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

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

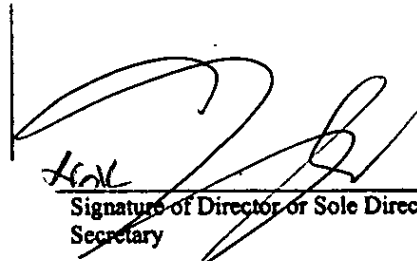
Executed by **Beveridge Land Pty Ltd** in accordance with section 127 of the *Corporations Act* by or in the presence of:



Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

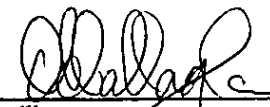


Signature of Director or Sole Director and Secretary


GEORGE KLINE

Name of Director or Sole Director and Secretary in full


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



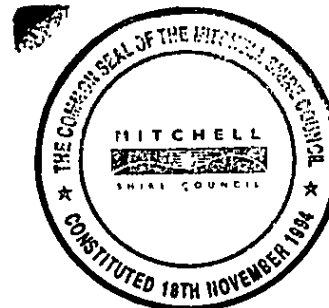
Councillor



Councillor

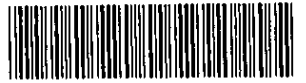
ACTING 

Chief Executive



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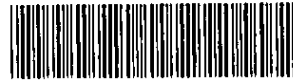
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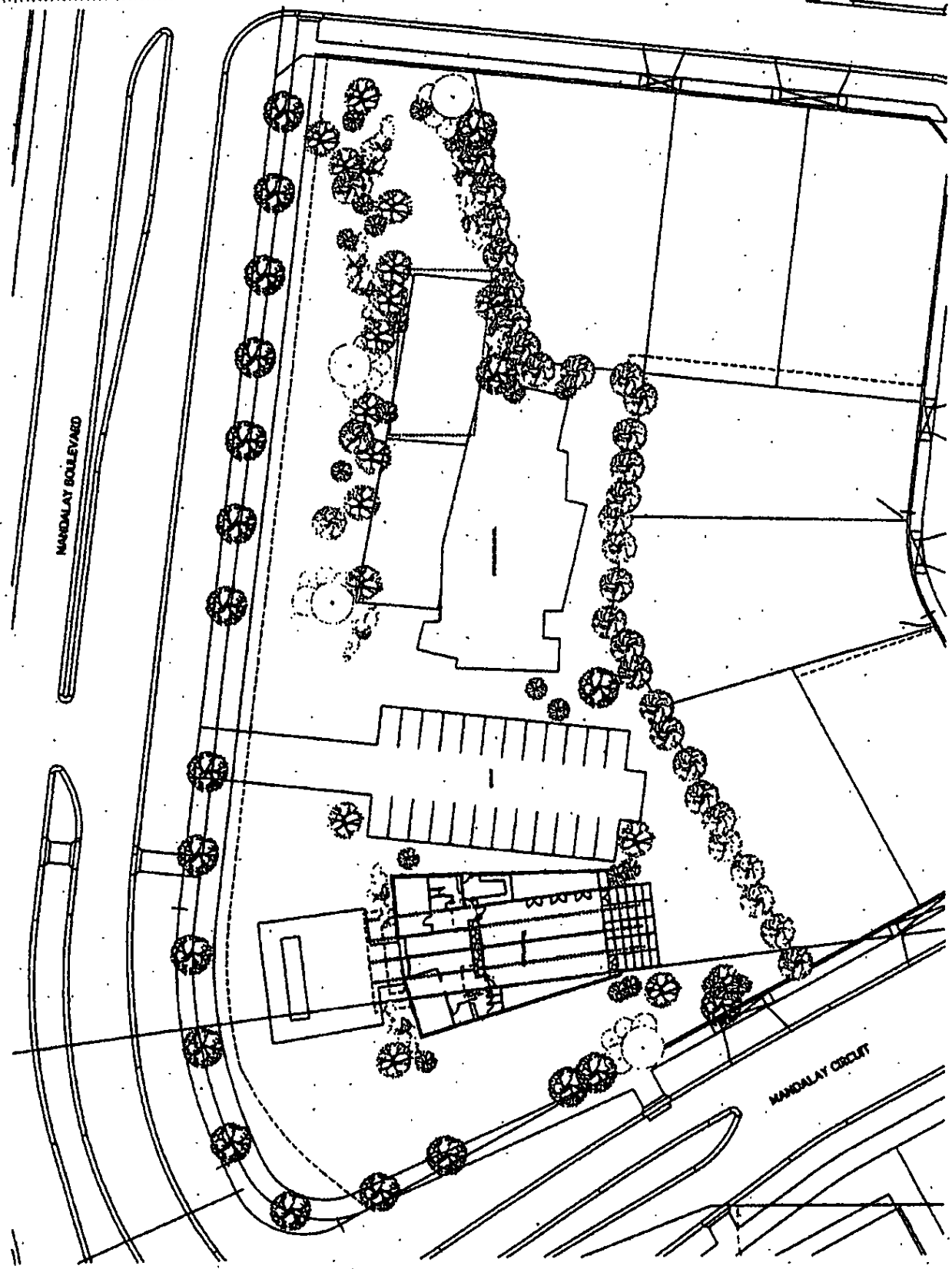
Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

AG754783H

15/09/2009 \$102.90 173

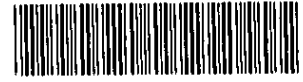


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15/09/2009 \$102.90 173



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

FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
<p>Retail Floorspace</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>Playground Facilities (5)</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>Roads</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

AG754783H

15/09/2009 \$102.90 173



FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<ul style="list-style-type: none"> Provision of streetlighting at the intersections of Camerons Road/north bound entry and exit ramps and Camerons Road/Old Hume Highway/southbound entry ramp as well as under the Hume Highway overpass. 		
<p>Stage 2</p> <ul style="list-style-type: none"> Channelisation to create a separate left turn slip-lane from the northbound exit ramp into Camerons Road and a narrow median island in Camerons Road adjacent to this slip-lane to prevent "wrong way" movements along the northbound exit ramp. 	<p>When traffic volumes on northbound exit ramp exceed 2,000vpd.</p>	<p>Per Facility/Service description</p>
<p>Stage 3</p> <ul style="list-style-type: none"> Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection. 	<p>When traffic volumes on Camerons Road under the overpass reach 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).</p>	<p>Per Facility/Service description.</p>
<p>Stage 4</p> <ul style="list-style-type: none"> Extend the merge taper of the southbound entry ramp to a length of 320 metres from the island nose, including the provision of a 3 metre wide sealed shoulder. 	<p>When traffic volumes on the southbound entry ramp exceed 600 vph.</p>	<p>Per Facility/Service description.</p>
<p>B. Upgrading Lithgow Street between Freeway and Site.</p>	<p>As required by Responsible Authority.</p>	<p>Per Facility/Service description.</p>
<p><u>Public Transport</u></p> <p>Bus services to be provided linking the site to Beveridge from January 2011 for a period of three years.</p> <p>Services to be scheduled to cater for peak-hour and school times as well as day time services.</p>		

AG754783H

15/09/2009 \$102.90 173



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>Infrastructure Services</p> <p>Water Supply</p> <p>Sewerage System, including reticulation and treatment plant</p>	<p>Lots are to be connected to water supply and sewerage system prior to occupation. EPA Works Approval for the sewerage treatment system is required prior to the development of the land, except for the golf course. If necessary the concept plan will be altered to accommodate any requirements of the Works Approval.</p>	
<p>Landscape buffer</p>	<p>The planting of trees shall be part of the first stage of development of the land.</p>	<p>Within the tree reserves shown around the boundaries of the land.</p>

AG754783H

15/09/2009 \$102.90 173



Annexure 2 - Standard Service Levels

AG754783H

15/09/2009 \$102.90 173



O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

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

- *watering*
 - *soil testing and fertilizing of lawns and garden beds*
 - *weeding*
 - *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.

AG754783H



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.

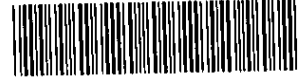
Note: The Maintenance Contractor is responsible for the Maintenance and Establishment of all planting works to ensure the following standards are met:

- 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.

AG754783H

15/09/2009 \$102.90 173



O.07 Grass Areas

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

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

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

April to October: 15 - 20mm

November to March: 12 - 15mm

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

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

O.08 Watering

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

O.09 Weeding and Rubbish Removal

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

O.10 Weed Control

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

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

AG754783H



O.11 Soil Subsidence

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

O.12 Tree Ties & Guards

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

O.13 Pruning

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

O.14 Mowing

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

O.15 Trimming and Edging

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

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

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

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

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

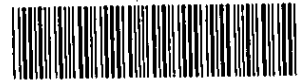
Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

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

AG754783H

15/09/2009 \$102.90 173



O.17 Irrigation

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

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

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

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

O.18 Plant Replacement

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

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

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

O.19 Cleaning of parkland area and facilities

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

O.20 Paved surfaces

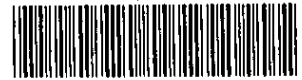
Landscape maintenance contractor is to clean and inspect paved surfaces weekly including asphalt and concrete.

O.21 Edging

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

AG754783H

15/09/2009 \$102.90 173



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.

AG754783H



O.29 Completion

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

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

AG754783H

15/09/2009 \$102.90 173



Annexure 3 - Design/Functional Brief

AG754783H



Pre-School Centre

Area requirement
2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

- Uses:**
 - Large open area for various learning activities for pre-schoolers.
 - Able to be divided into two smaller areas via an acoustic operable wall. Make allowance for the future installation of the operable wall.
- Finishes:**
 - Durable, hard wearing finishes, easily cleaned and maintained. Sufficient percentage of surfaces to be acoustic absorbing to reduce overall noise levels.
- Floors:**
 - Floors to be a combination of commercial grade carpet tiles and sheet vinyl to cater for varied activities.
- Walls:**
 - Hard wearing fibre cement at low level for impact resistance, plasterboard at higher level. Painted.
 - Acoustics to be well considered between rooms.
- Ceilings:**
 - Plasterboard and/or acoustic tile to meet acoustic requirements.
- Lighting:**
 - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
 - Good natural lighting and views to outdoor areas.
 - Windows to be openable to allow natural ventilation – provide windows on two opposing walls to create cross ventilation.
- Heating/cooling:**
 - Evaporative air conditioning for cooling.
 - Radiant heating panels for heating.
- Fittings/equipment:**
 - Windows to be able to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces. Blinds to be provided by others as part of F.F. & E. works.
- External Areas:**
 - Each Kinder Room to be directly accessible to a fenced (pool type) outside play area of 200 square metres. Finishing of these areas by others.

Kinder Office – x 2 rooms

Area requirement
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.

AG754783H

15/09/2009 \$102.90 173



Kinder Store – x 2

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

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

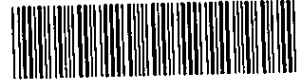
Kinder Food Prep Area

Area included in Pre-School figure
 nominally 10 m²

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

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15/09/2009 \$102.90 173



Bathrooms – Kinder Dedicated

Area Included in Pre-School figure
nominally 40 m²

To be to the satisfaction of DHS

- 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:**

AG754783H

15/09/2009 \$102.90 173



Maternal & Child Health

Area requirement 120 m²

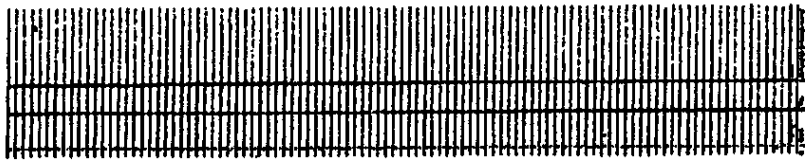
- Uses:** - Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, small tea prep. area, etc.
- Finishes:** - Quality, durable finishes.
- Floors:** - Commercial grade broadloom carpet.
- Walls:** - Plasterboard, painted.
-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

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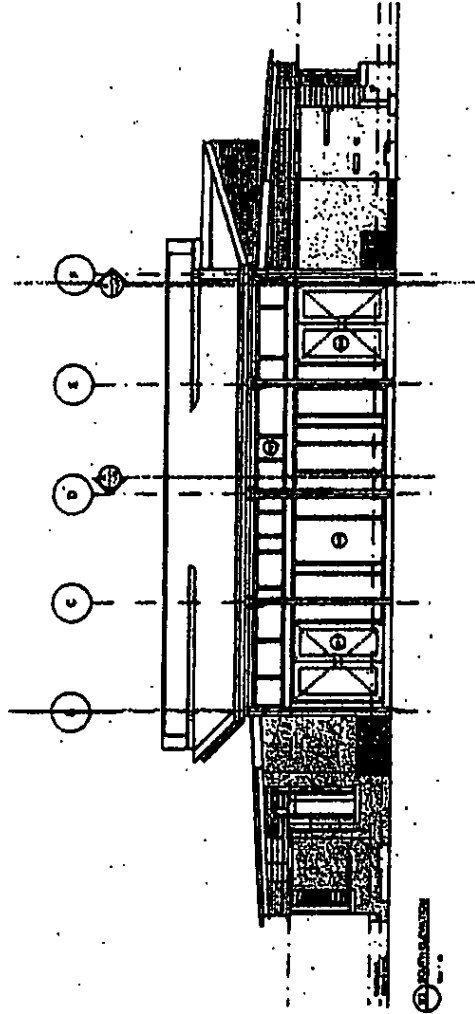
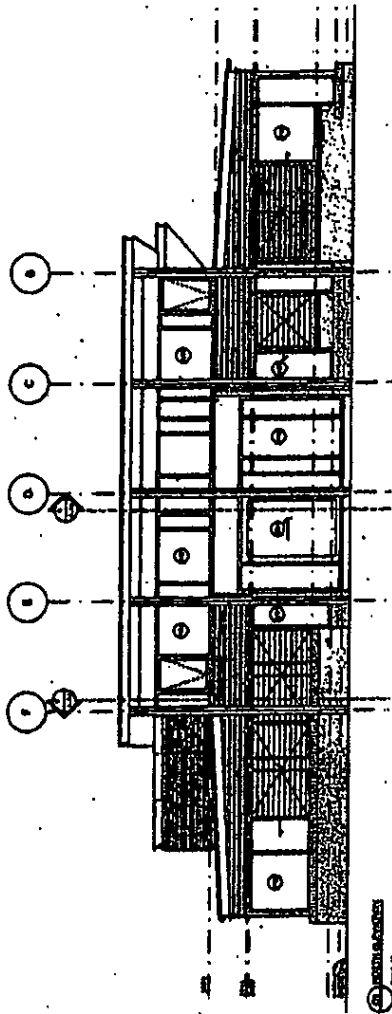
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WB

COMPARTY IN
CONSTRUCTION

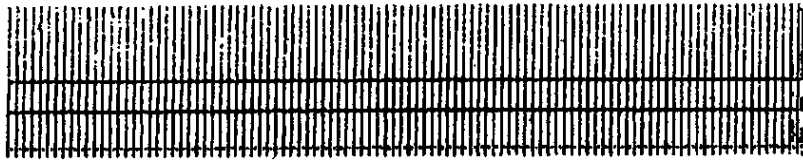
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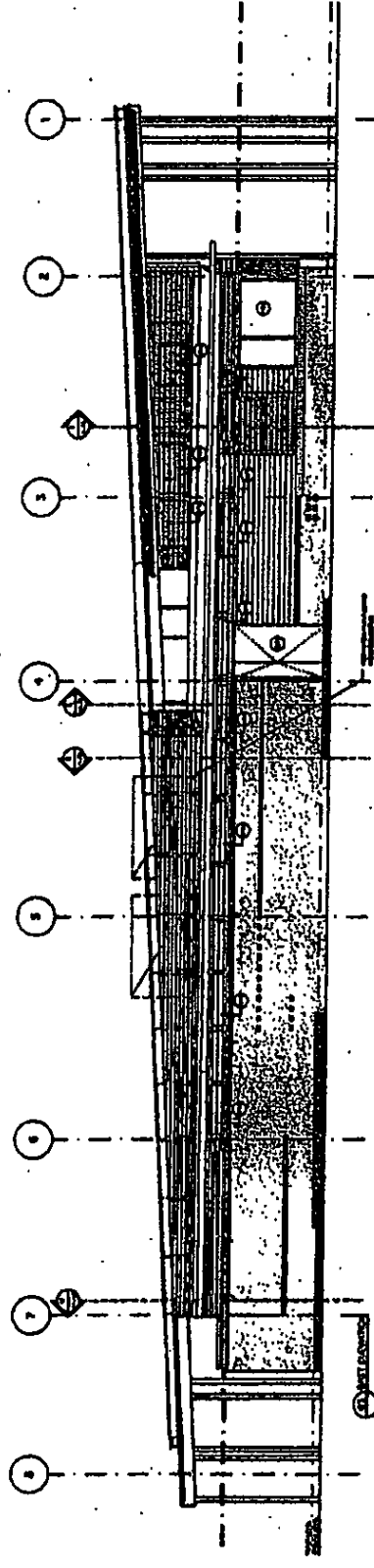
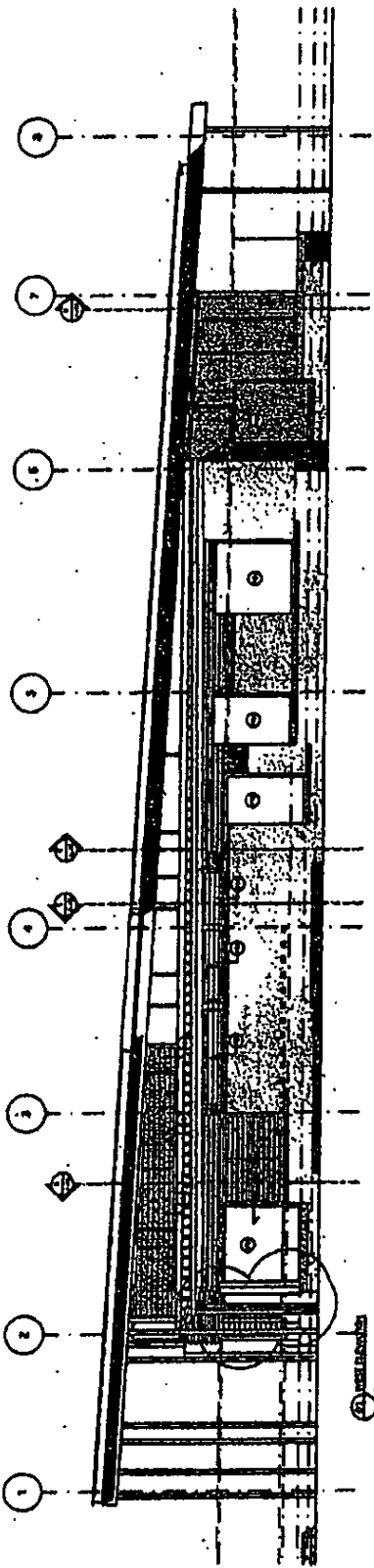
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WB
COMMUNITY
MATERIALS
15/09/2009

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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: *237650*

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.

AT390587V

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

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

Signing:

Executed on behalf of

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name

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

Signature

Warrick McGrath

Execution Date

11 JULY 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

Angus Williamson

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Page 1 of 1

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

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12051/998	12089/369	12147/203	12170/847	12183/722	12203/340	12219/658
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12067/293	12090/420	12147/604	12170/874	12183/765	12203/366	12221/376

AT390587V

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
12067/298	12090/421	12147/614	12170/876	12183/767	12203/369	12221/384
12067/300	12090/427	12148/130	12170/878	12183/774	12204/619	12221/396
12067/371	12090/428	12148/132	12170/888	12183/781	12204/627	12221/397
12070/763	12090/430	12149/921	12170/889	12183/782	12204/629	12221/412
12070/767	12090/456	12149/927	12170/892	12183/785	12204/635	12221/465
12070/768	12090/459	12149/928	12170/973	12183/790	12204/636	12221/482
12070/780	12090/591	12149/934	12170/979	12185/644	12204/648	12221/494
12070/781	12090/592	12149/937	12170/982	12185/645	12204/654	12221/498
12070/791	12090/596	12149/946	12170/983	12185/646	12205/032	12221/915
12070/809	12090/608	12149/948	12170/985	12185/650	12205/033	12221/924
12070/810	12090/611	12149/954	12171/637	12185/652	12205/327	12221/932
12070/840	12090/613	12150/170	12171/642	12185/656	12205/328	12221/938
12071/792	12090/614	12150/184	12171/643	12185/662	12205/332	12221/950
12072/467	12090/617	12150/188	12171/648	12185/666	12205/333	12221/957
12072/489	12090/628	12150/191	12171/657	12185/672	12205/336	12224/119
12072/490	12090/630	12150/193	12171/660	12185/674	12205/340	12224/368
12072/498	12090/634	12150/194	12171/664	12185/678	12205/341	12224/380
12072/502	12090/646	12150/400	12171/665	12186/123	12205/342	12224/383
12072/526	12090/706	12152/574	12171/668	12186/126	12205/354	
12072/535	12090/716	12152/587	12172/179	12186/134	12205/361	
12072/536	12090/719	12152/590	12172/378	12186/291	12205/641	
12072/542	12090/728	12152/597	12172/380	12186/293	12205/651	
12072/544	12090/752	12152/599	12172/403	12186/296	12205/652	
12072/549	12090/757	12153/411	12172/414	12186/333	12205/653	
12072/554	12090/767	12153/418	12172/415	12186/337	12205/654	
12072/556	12092/451	12154/061	12172/416	12186/341	12205/660	
12072/576	12092/468	12154/079	12172/597	12186/345	12205/722	
12072/586	12093/265	12154/669	12172/600	12187/782	12205/724	
12072/601	12093/269	12154/681	12172/601	12187/790	12205/738	
12072/607	12093/271	12154/685	12172/606	12187/802	12205/756	
12072/627	12093/273	12154/695	12172/607	12187/819	12205/763	
12072/636	12093/275	12154/696	12172/609	12187/896	12206/097	
12072/640	12093/276	12154/701	12172/636	12187/898	12206/098	
12072/642	12093/288	12154/706	12174/447	12187/915	12206/103	
12072/652	12093/291	12154/708	12174/450	12188/019	12206/113	
12072/653	12093/303	12154/712	12174/451	12188/022	12206/125	
12072/665	12093/318	12154/763	12174/454	12188/071	12206/549	
12072/671	12093/342	12154/766	12176/364	12188/871	12206/556	
12072/713	12093/368	12154/771	12176/386	12188/872	12206/560	
12072/715	12093/382	12154/775	12176/393	12188/874	12206/569	
12072/716	12093/385	12155/701	12176/575	12188/915	12206/574	
12072/717	12093/387	12156/073	12176/581	12188/920	12206/577	
12072/730	12093/528	12156/183	12176/583	12190/990	12206/579	
12073/065	12093/537	12156/188	12176/584	12191/187	12206/581	
12073/075	12093/552	12156/197	12176/600	12192/108	12206/595	

AT390587V

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
12073/079	12093/557	12156/260	12176/602	12192/124	12206/596
12073/082	12093/561	12156/276	12176/605	12192/128	12206/597
12073/094	12093/575	12156/284	12177/473	12192/456	12206/630
12073/096	12093/578	12156/296	12177/474	12192/465	12206/631
12077/642	12093/658	12156/299	12177/484	12192/470	12206/632
12079/220	12093/916	12156/904	12177/485	12192/473	12206/634
12079/463	12093/917	12156/906	12177/486	12192/476	12206/930
12080/771	12093/928	12156/914	12177/503	12192/535	12206/932
12080/772	12093/938	12156/916	12177/506	12192/757	12206/939
12080/792	12094/014	12160/876	12177/510	12192/759	12206/947
12080/795	12094/015	12161/317	12177/518	12192/766	12206/949
12081/117	12094/780	12161/585	12177/520	12192/774	12207/233
12081/123	12095/249	12161/588	12177/584	12195/277	12207/245
12081/129	12095/252	12161/591	12177/585	12195/284	12207/249
12081/133	12095/256	12161/601	12177/590	12195/288	12207/263
12082/106	12095/282	12161/606	12178/522	12195/292	12207/341
12082/116	12095/291	12161/615	12178/537	12195/295	12207/346
12082/126	12095/296	12161/622	12178/560	12195/299	12207/349
12082/132	12095/307	12162/464	12178/561	12195/309	12207/351
12082/373	12095/310	12162/471	12178/566	12195/311	12207/867
12082/513	12095/315	12162/478	12178/569	12195/316	12208/328
12082/771	12095/401	12162/479	12178/570	12195/336	12208/329
12082/776	12095/409	12162/482	12178/581	12195/337	12208/331
12082/777	12095/411	12162/507	12178/587	12195/341	12208/334
12082/778	12095/414	12162/511	12178/594	12195/365	12208/338
12082/781	12096/191	12162/528	12178/625	12195/369	12208/340
12082/791	12098/051	12162/529	12178/628	12195/796	12208/346
12082/798	12099/053	12162/545	12178/631	12195/800	12208/348
12082/808	12099/055	12162/548	12178/665	12195/827	12208/350
12082/833	12099/066	12162/549	12178/676	12195/831	12208/355
12083/961	12099/077	12162/555	12178/682	12195/836	12208/362
12085/061	12099/079	12162/556	12178/688	12195/838	12208/370
12085/075	12099/084	12162/801	12179/744	12195/845	12208/371
12085/078	12099/090	12162/802	12179/749	12196/174	12208/753
12085/513	12099/092	12162/807	12179/761	12196/178	12208/755
12085/887	12099/108	12163/088	12179/772	12196/308	12208/756
12085/901	12099/269	12163/100	12179/776	12196/310	12212/073
12085/905	12099/274	12163/104	12179/782	12196/318	12212/074
12085/916	12099/279	12163/129	12179/785	12196/323	12212/093
12085/922	12099/282	12163/131	12180/311	12196/333	12212/112
12085/923	12099/286	12163/135	12180/319	12196/335	12212/129
12085/926	12099/293	12163/271	12180/324	12196/613	12212/141
12085/972	12099/303	12163/272	12180/325	12196/617	12213/079
12085/978	12099/310	12163/276	12180/330	12197/262	12213/084
12085/988	12099/793	12163/292	12180/343	12197/271	12213/088

AT390587V

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
12086/005	12099/876	12163/295	12180/353	12197/274	12213/089
12086/008	12099/884	12163/297	12180/359	12197/277	12213/090
12086/240	12099/942	12163/308	12180/368	12197/284	12214/027
12086/272	12099/948	12163/314	12180/370	12197/293	12214/032
12086/273	12101/073	12163/316	12180/403	12197/295	12214/070
12086/336	12102/363	12163/327	12180/407	12197/486	12214/073
12086/348	12102/375	12163/334	12180/411	12197/487	12214/074
12086/356	12102/380	12163/335	12180/414	12197/492	12214/078



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 300, 902 - 916, 918 - 928, 1201 - 1236, 1401 - 1444, 1501 - 1544, 1601 - 1634, 1701 - 1746, 1801 - 1817, 1901 - 1910, 2001 - 2040, 2101 - 2150, 2301 - 2372, 2701 - 2738, 2801 - 2833, 2901 - 2928, 3001 - 3033, 3101 - 3143, 3201 - 3236, 3301 - 3331, 3401 - 3434, 3501 - 3531, 3601 - 3631, 3701 - 3744, 3801 - 3856, 3901 - 3938, 4001 - 4036, 4101 - 4138, 4201 - 4237, 4301 - 4352, 4401 - 4422, 4501 - 4518, 4601 - 4621, 4623 - 4646, 4701 - 4731, 4801 - 4838, 4901 - 4927, 5001 - 5021, 5101 - 5128, 5401 - 5438, 5501 - 5535, 5601 - 5640, 6001 - 6017, 6101 - 6129, 6301 - 6317, 6401 - 6451, 6501 - 6519, 6601 - 6623, 6701 - 6727, 8101 - 8149, 9701 - 9711, S3, S68.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT, LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

PS617320S/S54 11/10/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AH448929E 24/08/2010

Additional Owners Corporation Information:

OC005450Q 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 91	100	100
Lot 92	100	100
Lot 93	100	100
Lot 94	100	100
Lot 95	100	100
Lot 96	100	100
Lot 97	100	100
Lot 98	100	100
Lot 99	100	100
Lot 100	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 148	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 149	100	100
Lot 150	100	100
Lot 151	100	100
Lot 152	100	100
Lot 153	100	100
Lot 154	100	100
Lot 155	100	100
Lot 156	100	100
Lot 157	100	100
Lot 158	100	100
Lot 159	100	100
Lot 160	100	100
Lot 161	100	100
Lot 162	100	100
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	100
Lot 168	100	100
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 178	100	100
Lot 179	100	100
Lot 180	100	100
Lot 181	100	100
Lot 182	100	100
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 188	100	100
Lot 189	100	100
Lot 190	100	100
Lot 191	100	100
Lot 192	100	100
Lot 193	100	100
Lot 194	100	100
Lot 195	100	100
Lot 196	100	100
Lot 197	100	100
Lot 198	100	100
Lot 199	100	100
Lot 200	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100
Lot 234	100	100
Lot 235	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 236	100	100
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100
Lot 263	100	100
Lot 264	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 265	100	100
Lot 266	100	100
Lot 267	100	100
Lot 268	100	100
Lot 269	100	100
Lot 270	100	100
Lot 271	100	100
Lot 272	100	100
Lot 273	100	100
Lot 274	100	100
Lot 275	100	100
Lot 276	100	100
Lot 277	100	100
Lot 278	100	100
Lot 279	100	100
Lot 280	100	100
Lot 281	100	100
Lot 282	100	100
Lot 283	100	100
Lot 284	100	100
Lot 285	100	100
Lot 286	100	100
Lot 287	100	100
Lot 288	100	100
Lot 289	100	100
Lot 290	100	100
Lot 291	100	100
Lot 292	100	100
Lot 293	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 294	100	100
Lot 295	100	100
Lot 296	100	100
Lot 297	100	100
Lot 298	100	100
Lot 299	100	100
Lot 300	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1226	100	100
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1419	100	100
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 1431	100	100
Lot 1432	100	100
Lot 1433	100	100
Lot 1434	100	100
Lot 1435	100	100
Lot 1436	100	100
Lot 1437	100	100
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1504	100	100
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1533	100	100
Lot 1534	100	100
Lot 1535	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1539	100	100
Lot 1540	100	100
Lot 1541	100	100
Lot 1542	100	100
Lot 1543	100	100
Lot 1544	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100
Lot 1615	100	100
Lot 1616	100	100
Lot 1617	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1618	100	100
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1713	100	100
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1742	100	100
Lot 1743	100	100
Lot 1744	100	100
Lot 1745	100	100
Lot 1746	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100
Lot 1816	100	100
Lot 1817	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2027	100	100
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100
Lot 2040	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2145	100	100
Lot 2146	100	100
Lot 2147	100	100
Lot 2148	100	100
Lot 2149	100	100
Lot 2150	100	100
Lot 2301	100	100
Lot 2302	100	100
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100
Lot 2323	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2324	100	100
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100
Lot 2352	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2353	100	100
Lot 2354	100	100
Lot 2355	100	100
Lot 2356	100	100
Lot 2357	100	100
Lot 2358	100	100
Lot 2359	100	100
Lot 2360	100	100
Lot 2361	100	100
Lot 2362	100	100
Lot 2363	100	100
Lot 2364	100	100
Lot 2365	100	100
Lot 2366	100	100
Lot 2367	100	100
Lot 2368	100	100
Lot 2369	100	100
Lot 2370	100	100
Lot 2371	100	100
Lot 2372	100	100
Lot 2701	100	100
Lot 2702	100	100
Lot 2703	100	100
Lot 2704	100	100
Lot 2705	100	100
Lot 2706	100	100
Lot 2707	100	100
Lot 2708	100	100
Lot 2709	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2710	100	100
Lot 2711	100	100
Lot 2712	100	100
Lot 2713	100	100
Lot 2714	100	100
Lot 2715	100	100
Lot 2716	100	100
Lot 2717	100	100
Lot 2718	100	100
Lot 2719	100	100
Lot 2720	100	100
Lot 2721	100	100
Lot 2722	100	100
Lot 2723	100	100
Lot 2724	100	100
Lot 2725	100	100
Lot 2726	100	100
Lot 2727	100	100
Lot 2728	100	100
Lot 2729	100	100
Lot 2730	100	100
Lot 2731	100	100
Lot 2732	100	100
Lot 2733	100	100
Lot 2734	100	100
Lot 2735	100	100
Lot 2736	100	100
Lot 2737	100	100
Lot 2738	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2801	100	100
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2830	100	100
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2926	100	100
Lot 2927	100	100
Lot 2928	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100
Lot 3022	100	100
Lot 3023	100	100
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

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Land Parcel	Entitlement	Liability
Lot 3027	100	100
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3123	100	100
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3139	100	100
Lot 3140	100	100
Lot 3141	100	100
Lot 3142	100	100
Lot 3143	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3209	100	100
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3219	100	100
Lot 3220	100	100
Lot 3221	100	100
Lot 3222	100	100
Lot 3223	100	100
Lot 3224	100	100
Lot 3225	100	100
Lot 3226	100	100
Lot 3227	100	100
Lot 3228	100	100
Lot 3229	100	100
Lot 3230	100	100
Lot 3231	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3301	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3302	100	100
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3331	100	100
Lot 3401	100	100
Lot 3402	100	100
Lot 3403	100	100
Lot 3404	100	100
Lot 3405	100	100
Lot 3406	100	100
Lot 3407	100	100
Lot 3408	100	100
Lot 3409	100	100
Lot 3410	100	100
Lot 3411	100	100
Lot 3412	100	100
Lot 3413	100	100
Lot 3414	100	100
Lot 3415	100	100
Lot 3416	100	100
Lot 3417	100	100
Lot 3418	100	100
Lot 3419	100	100
Lot 3420	100	100
Lot 3421	100	100
Lot 3422	100	100
Lot 3423	100	100
Lot 3424	100	100
Lot 3425	100	100
Lot 3426	100	100
Lot 3427	100	100
Lot 3428	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3429	100	100
Lot 3430	100	100
Lot 3431	100	100
Lot 3432	100	100
Lot 3433	100	100
Lot 3434	100	100
Lot 3501	100	100
Lot 3502	100	100
Lot 3503	100	100
Lot 3504	100	100
Lot 3505	100	100
Lot 3506	100	100
Lot 3507	100	100
Lot 3508	100	100
Lot 3509	100	100
Lot 3510	100	100
Lot 3511	100	100
Lot 3512	100	100
Lot 3513	100	100
Lot 3514	100	100
Lot 3515	100	100
Lot 3516	100	100
Lot 3517	100	100
Lot 3518	100	100
Lot 3519	100	100
Lot 3520	100	100
Lot 3521	100	100
Lot 3522	100	100
Lot 3523	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3524	100	100
Lot 3525	100	100
Lot 3526	100	100
Lot 3527	100	100
Lot 3528	100	100
Lot 3529	100	100
Lot 3530	100	100
Lot 3531	100	100
Lot 3601	100	100
Lot 3602	100	100
Lot 3603	100	100
Lot 3604	100	100
Lot 3605	100	100
Lot 3606	100	100
Lot 3607	100	100
Lot 3608	100	100
Lot 3609	100	100
Lot 3610	100	100
Lot 3611	100	100
Lot 3612	100	100
Lot 3613	100	100
Lot 3614	100	100
Lot 3615	100	100
Lot 3616	100	100
Lot 3617	100	100
Lot 3618	100	100
Lot 3619	100	100
Lot 3620	100	100
Lot 3621	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3622	100	100
Lot 3623	100	100
Lot 3624	100	100
Lot 3625	100	100
Lot 3626	100	100
Lot 3627	100	100
Lot 3628	100	100
Lot 3629	100	100
Lot 3630	100	100
Lot 3631	100	100
Lot 3701	100	100
Lot 3702	100	100
Lot 3703	100	100
Lot 3704	100	100
Lot 3705	100	100
Lot 3706	100	100
Lot 3707	100	100
Lot 3708	100	100
Lot 3709	100	100
Lot 3710	100	100
Lot 3711	100	100
Lot 3712	100	100
Lot 3713	100	100
Lot 3714	100	100
Lot 3715	100	100
Lot 3716	100	100
Lot 3717	100	100
Lot 3718	100	100
Lot 3719	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3720	100	100
Lot 3721	100	100
Lot 3722	100	100
Lot 3723	100	100
Lot 3724	100	100
Lot 3725	100	100
Lot 3726	100	100
Lot 3727	100	100
Lot 3728	100	100
Lot 3729	100	100
Lot 3730	100	100
Lot 3731	100	100
Lot 3732	100	100
Lot 3733	100	100
Lot 3734	100	100
Lot 3735	100	100
Lot 3736	100	100
Lot 3737	100	100
Lot 3738	100	100
Lot 3739	100	100
Lot 3740	100	100
Lot 3741	100	100
Lot 3742	100	100
Lot 3743	100	100
Lot 3744	100	100
Lot 3801	100	100
Lot 3802	100	100
Lot 3803	100	100
Lot 3804	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3805	100	100
Lot 3806	100	100
Lot 3807	100	100
Lot 3808	100	100
Lot 3809	100	100
Lot 3810	100	100
Lot 3811	100	100
Lot 3812	100	100
Lot 3813	100	100
Lot 3814	100	100
Lot 3815	100	100
Lot 3816	100	100
Lot 3817	100	100
Lot 3818	100	100
Lot 3819	100	100
Lot 3820	100	100
Lot 3821	100	100
Lot 3822	100	100
Lot 3823	100	100
Lot 3824	100	100
Lot 3825	100	100
Lot 3826	100	100
Lot 3827	100	100
Lot 3828	100	100
Lot 3829	100	100
Lot 3830	100	100
Lot 3831	100	100
Lot 3832	100	100
Lot 3833	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3834	100	100
Lot 3835	100	100
Lot 3836	100	100
Lot 3837	100	100
Lot 3838	100	100
Lot 3839	100	100
Lot 3840	100	100
Lot 3841	100	100
Lot 3842	100	100
Lot 3843	100	100
Lot 3844	100	100
Lot 3845	100	100
Lot 3846	100	100
Lot 3847	100	100
Lot 3848	100	100
Lot 3849	100	100
Lot 3850	100	100
Lot 3851	100	100
Lot 3852	100	100
Lot 3853	100	100
Lot 3854	100	100
Lot 3855	100	100
Lot 3856	100	100
Lot 3901	100	100
Lot 3902	100	100
Lot 3903	100	100
Lot 3904	100	100
Lot 3905	100	100
Lot 3906	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3907	100	100
Lot 3908	100	100
Lot 3909	100	100
Lot 3910	100	100
Lot 3911	100	100
Lot 3912	100	100
Lot 3913	100	100
Lot 3914	100	100
Lot 3915	100	100
Lot 3916	100	100
Lot 3917	100	100
Lot 3918	100	100
Lot 3919	100	100
Lot 3920	100	100
Lot 3921	100	100
Lot 3922	100	100
Lot 3923	100	100
Lot 3924	100	100
Lot 3925	100	100
Lot 3926	100	100
Lot 3927	100	100
Lot 3928	100	100
Lot 3929	100	100
Lot 3930	100	100
Lot 3931	100	100
Lot 3932	100	100
Lot 3933	100	100
Lot 3934	100	100
Lot 3935	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3936	100	100
Lot 3937	100	100
Lot 3938	100	100
Lot 4001	100	100
Lot 4002	100	100
Lot 4003	100	100
Lot 4004	100	100
Lot 4005	100	100
Lot 4006	100	100
Lot 4007	100	100
Lot 4008	100	100
Lot 4009	100	100
Lot 4010	100	100
Lot 4011	100	100
Lot 4012	100	100
Lot 4013	100	100
Lot 4014	100	100
Lot 4015	100	100
Lot 4016	100	100
Lot 4017	100	100
Lot 4018	100	100
Lot 4019	100	100
Lot 4020	100	100
Lot 4021	100	100
Lot 4022	100	100
Lot 4023	100	100
Lot 4024	100	100
Lot 4025	100	100
Lot 4026	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4027	100	100
Lot 4028	100	100
Lot 4029	100	100
Lot 4030	100	100
Lot 4031	100	100
Lot 4032	100	100
Lot 4033	100	100
Lot 4034	100	100
Lot 4035	100	100
Lot 4036	100	100
Lot 4101	100	100
Lot 4102	100	100
Lot 4103	100	100
Lot 4104	100	100
Lot 4105	100	100
Lot 4106	100	100
Lot 4107	100	100
Lot 4108	100	100
Lot 4109	100	100
Lot 4110	100	100
Lot 4111	100	100
Lot 4112	100	100
Lot 4113	100	100
Lot 4114	100	100
Lot 4115	100	100
Lot 4116	100	100
Lot 4117	100	100
Lot 4118	100	100
Lot 4119	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4120	100	100
Lot 4121	100	100
Lot 4122	100	100
Lot 4123	100	100
Lot 4124	100	100
Lot 4125	100	100
Lot 4126	100	100
Lot 4127	100	100
Lot 4128	100	100
Lot 4129	100	100
Lot 4130	100	100
Lot 4131	100	100
Lot 4132	100	100
Lot 4133	100	100
Lot 4134	100	100
Lot 4135	100	100
Lot 4136	100	100
Lot 4137	100	100
Lot 4138	100	100
Lot 4201	100	100
Lot 4202	100	100
Lot 4203	100	100
Lot 4204	100	100
Lot 4205	100	100
Lot 4206	100	100
Lot 4207	100	100
Lot 4208	100	100
Lot 4209	100	100
Lot 4210	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4211	100	100
Lot 4212	100	100
Lot 4213	100	100
Lot 4214	100	100
Lot 4215	100	100
Lot 4216	100	100
Lot 4217	100	100
Lot 4218	100	100
Lot 4219	100	100
Lot 4220	100	100
Lot 4221	100	100
Lot 4222	100	100
Lot 4223	100	100
Lot 4224	100	100
Lot 4225	100	100
Lot 4226	100	100
Lot 4227	100	100
Lot 4228	100	100
Lot 4229	100	100
Lot 4230	100	100
Lot 4231	100	100
Lot 4232	100	100
Lot 4233	100	100
Lot 4234	100	100
Lot 4235	100	100
Lot 4236	100	100
Lot 4237	100	100
Lot 4301	100	100
Lot 4302	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4303	100	100
Lot 4304	100	100
Lot 4305	100	100
Lot 4306	100	100
Lot 4307	100	100
Lot 4308	100	100
Lot 4309	100	100
Lot 4310	100	100
Lot 4311	100	100
Lot 4312	100	100
Lot 4313	100	100
Lot 4314	100	100
Lot 4315	100	100
Lot 4316	100	100
Lot 4317	100	100
Lot 4318	100	100
Lot 4319	100	100
Lot 4320	100	100
Lot 4321	100	100
Lot 4322	100	100
Lot 4323	100	100
Lot 4324	100	100
Lot 4325	100	100
Lot 4326	100	100
Lot 4327	100	100
Lot 4328	100	100
Lot 4329	100	100
Lot 4330	100	100
Lot 4331	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4332	100	100
Lot 4333	100	100
Lot 4334	100	100
Lot 4335	100	100
Lot 4336	100	100
Lot 4337	100	100
Lot 4338	100	100
Lot 4339	100	100
Lot 4340	100	100
Lot 4341	100	100
Lot 4342	100	100
Lot 4343	100	100
Lot 4344	100	100
Lot 4345	100	100
Lot 4346	100	100
Lot 4347	100	100
Lot 4348	100	100
Lot 4349	100	100
Lot 4350	100	100
Lot 4351	100	100
Lot 4352	100	100
Lot 4401	100	100
Lot 4402	100	100
Lot 4403	100	100
Lot 4404	100	100
Lot 4405	100	100
Lot 4406	100	100
Lot 4407	100	100
Lot 4408	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4409	100	100
Lot 4410	100	100
Lot 4411	100	100
Lot 4412	100	100
Lot 4413	100	100
Lot 4414	100	100
Lot 4415	100	100
Lot 4416	100	100
Lot 4417	100	100
Lot 4418	100	100
Lot 4419	100	100
Lot 4420	100	100
Lot 4421	100	100
Lot 4422	100	100
Lot 4501	100	100
Lot 4502	100	100
Lot 4503	100	100
Lot 4504	100	100
Lot 4505	100	100
Lot 4506	100	100
Lot 4507	100	100
Lot 4508	100	100
Lot 4509	100	100
Lot 4510	100	100
Lot 4511	100	100
Lot 4512	100	100
Lot 4513	100	100
Lot 4514	100	100
Lot 4515	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4516	100	100
Lot 4517	100	100
Lot 4518	100	100
Lot 4601	100	100
Lot 4602	100	100
Lot 4603	100	100
Lot 4604	100	100
Lot 4605	100	100
Lot 4606	100	100
Lot 4607	100	100
Lot 4608	100	100
Lot 4609	100	100
Lot 4610	100	100
Lot 4611	100	100
Lot 4612	100	100
Lot 4613	100	100
Lot 4614	100	100
Lot 4615	100	100
Lot 4616	100	100
Lot 4617	100	100
Lot 4618	100	100
Lot 4619	100	100
Lot 4620	100	100
Lot 4621	100	100
Lot 4623	100	100
Lot 4624	100	100
Lot 4625	100	100
Lot 4626	100	100
Lot 4627	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4628	100	100
Lot 4629	100	100
Lot 4630	100	100
Lot 4631	100	100
Lot 4632	100	100
Lot 4633	100	100
Lot 4634	100	100
Lot 4635	100	100
Lot 4636	100	100
Lot 4637	100	100
Lot 4638	100	100
Lot 4639	100	100
Lot 4640	100	100
Lot 4641	100	100
Lot 4642	100	100
Lot 4643	100	100
Lot 4644	100	100
Lot 4645	100	100
Lot 4646	100	100
Lot 4701	100	100
Lot 4702	100	100
Lot 4703	100	100
Lot 4704	100	100
Lot 4705	100	100
Lot 4706	100	100
Lot 4707	100	100
Lot 4708	100	100
Lot 4709	100	100
Lot 4710	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4711	100	100
Lot 4712	100	100
Lot 4713	100	100
Lot 4714	100	100
Lot 4715	100	100
Lot 4716	100	100
Lot 4717	100	100
Lot 4718	100	100
Lot 4719	100	100
Lot 4720	100	100
Lot 4721	100	100
Lot 4722	100	100
Lot 4723	100	100
Lot 4724	100	100
Lot 4725	100	100
Lot 4726	100	100
Lot 4727	100	100
Lot 4728	100	100
Lot 4729	100	100
Lot 4730	100	100
Lot 4731	100	100
Lot 4801	100	100
Lot 4802	100	100
Lot 4803	100	100
Lot 4804	100	100
Lot 4805	100	100
Lot 4806	100	100
Lot 4807	100	100
Lot 4808	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4809	100	100
Lot 4810	100	100
Lot 4811	100	100
Lot 4812	100	100
Lot 4813	100	100
Lot 4814	100	100
Lot 4815	100	100
Lot 4816	100	100
Lot 4817	100	100
Lot 4818	100	100
Lot 4819	100	100
Lot 4820	100	100
Lot 4821	100	100
Lot 4822	100	100
Lot 4823	100	100
Lot 4824	100	100
Lot 4825	100	100
Lot 4826	100	100
Lot 4827	100	100
Lot 4828	100	100
Lot 4829	100	100
Lot 4830	100	100
Lot 4831	100	100
Lot 4832	100	100
Lot 4833	100	100
Lot 4834	100	100
Lot 4835	100	100
Lot 4836	100	100
Lot 4837	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4838	100	100
Lot 4901	100	100
Lot 4902	100	100
Lot 4903	100	100
Lot 4904	100	100
Lot 4905	100	100
Lot 4906	100	100
Lot 4907	100	100
Lot 4908	100	100
Lot 4909	100	100
Lot 4910	100	100
Lot 4911	100	100
Lot 4912	100	100
Lot 4913	100	100
Lot 4914	100	100
Lot 4915	100	100
Lot 4916	100	100
Lot 4917	100	100
Lot 4918	100	100
Lot 4919	100	100
Lot 4920	100	100
Lot 4921	100	100
Lot 4922	100	100
Lot 4923	100	100
Lot 4924	100	100
Lot 4925	100	100
Lot 4926	100	100
Lot 4927	100	100
Lot 5001	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5002	100	100
Lot 5003	100	100
Lot 5004	100	100
Lot 5005	100	100
Lot 5006	100	100
Lot 5007	100	100
Lot 5008	100	100
Lot 5009	100	100
Lot 5010	100	100
Lot 5011	100	100
Lot 5012	100	100
Lot 5013	100	100
Lot 5014	100	100
Lot 5015	100	100
Lot 5016	100	100
Lot 5017	100	100
Lot 5018	100	100
Lot 5019	100	100
Lot 5020	100	100
Lot 5021	100	100
Lot 5101	100	100
Lot 5102	100	100
Lot 5103	100	100
Lot 5104	100	100
Lot 5105	100	100
Lot 5106	100	100
Lot 5107	100	100
Lot 5108	100	100
Lot 5109	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5110	100	100
Lot 5111	100	100
Lot 5112	100	100
Lot 5113	100	100
Lot 5114	100	100
Lot 5115	100	100
Lot 5116	100	100
Lot 5117	100	100
Lot 5118	100	100
Lot 5119	100	100
Lot 5120	100	100
Lot 5121	100	100
Lot 5122	100	100
Lot 5123	100	100
Lot 5124	100	100
Lot 5125	100	100
Lot 5126	100	100
Lot 5127	100	100
Lot 5128	100	100
Lot 5401	100	100
Lot 5402	100	100
Lot 5403	100	100
Lot 5404	100	100
Lot 5405	100	100
Lot 5406	100	100
Lot 5407	100	100
Lot 5408	100	100
Lot 5409	100	100
Lot 5410	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/09/2024 04:14:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5411	100	100
Lot 5412	100	100
Lot 5413	100	100
Lot 5414	100	100
Lot 5415	100	100
Lot 5416	100	100
Lot 5417	100	100
Lot 5418	100	100
Lot 5419	100	100
Lot 5420	100	100
Lot 5421	100	100
Lot 5422	100	100
Lot 5423	100	100
Lot 5424	100	100
Lot 5425	100	100
Lot 5426	100	100
Lot 5427	100	100
Lot 5428	100	100
Lot 5429	100	100
Lot 5430	100	100
Lot 5431	100	100
Lot 5432	100	100
Lot 5433	100	100
Lot 5434	100	100
Lot 5435	100	100
Lot 5436	100	100
Lot 5437	100	100
Lot 5438	100	100
Lot 5501	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5502	100	100
Lot 5503	100	100
Lot 5504	100	100
Lot 5505	100	100
Lot 5506	100	100
Lot 5507	100	100
Lot 5508	100	100
Lot 5509	100	100
Lot 5510	100	100
Lot 5511	100	100
Lot 5512	100	100
Lot 5513	100	100
Lot 5514	100	100
Lot 5515	100	100
Lot 5516	100	100
Lot 5517	100	100
Lot 5518	100	100
Lot 5519	100	100
Lot 5520	100	100
Lot 5521	100	100
Lot 5522	100	100
Lot 5523	100	100
Lot 5524	100	100
Lot 5525	100	100
Lot 5526	100	100
Lot 5527	100	100
Lot 5528	100	100
Lot 5529	100	100
Lot 5530	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5531	100	100
Lot 5532	100	100
Lot 5533	100	100
Lot 5534	100	100
Lot 5535	100	100
Lot 5601	100	100
Lot 5602	100	100
Lot 5603	100	100
Lot 5604	100	100
Lot 5605	100	100
Lot 5606	100	100
Lot 5607	100	100
Lot 5608	100	100
Lot 5609	100	100
Lot 5610	100	100
Lot 5611	100	100
Lot 5612	100	100
Lot 5613	100	100
Lot 5614	100	100
Lot 5615	100	100
Lot 5616	100	100
Lot 5617	100	100
Lot 5618	100	100
Lot 5619	100	100
Lot 5620	100	100
Lot 5621	100	100
Lot 5622	100	100
Lot 5623	100	100
Lot 5624	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5625	100	100
Lot 5626	100	100
Lot 5627	100	100
Lot 5628	100	100
Lot 5629	100	100
Lot 5630	100	100
Lot 5631	100	100
Lot 5632	100	100
Lot 5633	100	100
Lot 5634	100	100
Lot 5635	100	100
Lot 5636	100	100
Lot 5637	100	100
Lot 5638	100	100
Lot 5639	100	100
Lot 5640	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100
Lot 6401	100	100
Lot 6402	100	100
Lot 6403	100	100
Lot 6404	100	100
Lot 6405	100	100
Lot 6406	100	100
Lot 6407	100	100
Lot 6408	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6409	100	100
Lot 6410	100	100
Lot 6411	100	100
Lot 6412	100	100
Lot 6413	100	100
Lot 6414	100	100
Lot 6415	100	100
Lot 6416	100	100
Lot 6417	100	100
Lot 6418	100	100
Lot 6419	100	100
Lot 6420	100	100
Lot 6421	100	100
Lot 6422	100	100
Lot 6423	100	100
Lot 6424	100	100
Lot 6425	100	100
Lot 6426	100	100
Lot 6427	100	100
Lot 6428	100	100
Lot 6429	100	100
Lot 6430	100	100
Lot 6431	100	100
Lot 6432	100	100
Lot 6433	100	100
Lot 6434	100	100
Lot 6435	100	100
Lot 6436	100	100
Lot 6437	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6438	100	100
Lot 6439	100	100
Lot 6440	100	100
Lot 6441	100	100
Lot 6442	100	100
Lot 6443	100	100
Lot 6444	100	100
Lot 6445	100	100
Lot 6446	100	100
Lot 6447	100	100
Lot 6448	100	100
Lot 6449	100	100
Lot 6450	100	100
Lot 6451	100	100
Lot 6501	100	100
Lot 6502	100	100
Lot 6503	100	100
Lot 6504	100	100
Lot 6505	100	100
Lot 6506	100	100
Lot 6507	100	100
Lot 6508	100	100
Lot 6509	100	100
Lot 6510	100	100
Lot 6511	100	100
Lot 6512	100	100
Lot 6513	100	100
Lot 6514	100	100
Lot 6515	100	100



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6516	100	100
Lot 6517	100	100
Lot 6518	100	100
Lot 6519	100	100
Lot 6601	100	100
Lot 6602	100	100
Lot 6603	100	100
Lot 6604	100	100
Lot 6605	100	100
Lot 6606	100	100
Lot 6607	100	100
Lot 6608	100	100
Lot 6609	100	100
Lot 6610	100	100
Lot 6611	100	100
Lot 6612	100	100
Lot 6613	100	100
Lot 6614	100	100
Lot 6615	100	100
Lot 6616	100	100
Lot 6617	100	100
Lot 6618	100	100
Lot 6619	100	100
Lot 6620	100	100
Lot 6621	100	100
Lot 6622	100	100
Lot 6623	100	100
Lot 6701	100	100
Lot 6702	100	100





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Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6703	100	100
Lot 6704	100	100
Lot 6705	100	100
Lot 6706	100	100
Lot 6707	100	100
Lot 6708	100	100
Lot 6709	100	100
Lot 6710	100	100
Lot 6711	100	100
Lot 6712	100	100
Lot 6713	100	100
Lot 6714	100	100
Lot 6715	100	100
Lot 6716	100	100
Lot 6717	100	100
Lot 6718	100	100
Lot 6719	100	100
Lot 6720	100	100
Lot 6721	100	100
Lot 6722	100	100
Lot 6723	100	100
Lot 6724	100	100
Lot 6725	100	100
Lot 6726	100	100
Lot 6727	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 8148	100	100
Lot 8149	100	100
Lot 9701	100	100
Lot 9702	100	100
Lot 9703	100	100
Lot 9704	100	100
Lot 9705	100	100
Lot 9706	100	100
Lot 9707	100	100
Lot 9708	100	100
Lot 9709	100	100
Lot 9710	100	100
Lot 9711	100	100
Lot S3	100	100
Lot S68	1	1





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	194501.00	194501.00

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

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1068306

APPLICANT'S NAME & ADDRESS

MOUNTAIN RANGES CONVEYANCING C/- TRICONVEY2
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

SCICLUNA, SHERISE HANNAH

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

414017

This certificate is issued for:

LOT 2347 PLAN PS617320 ALSO KNOWN AS 34 EASEY ROAD BEVERIDGE
MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/mitchell>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

12 September 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

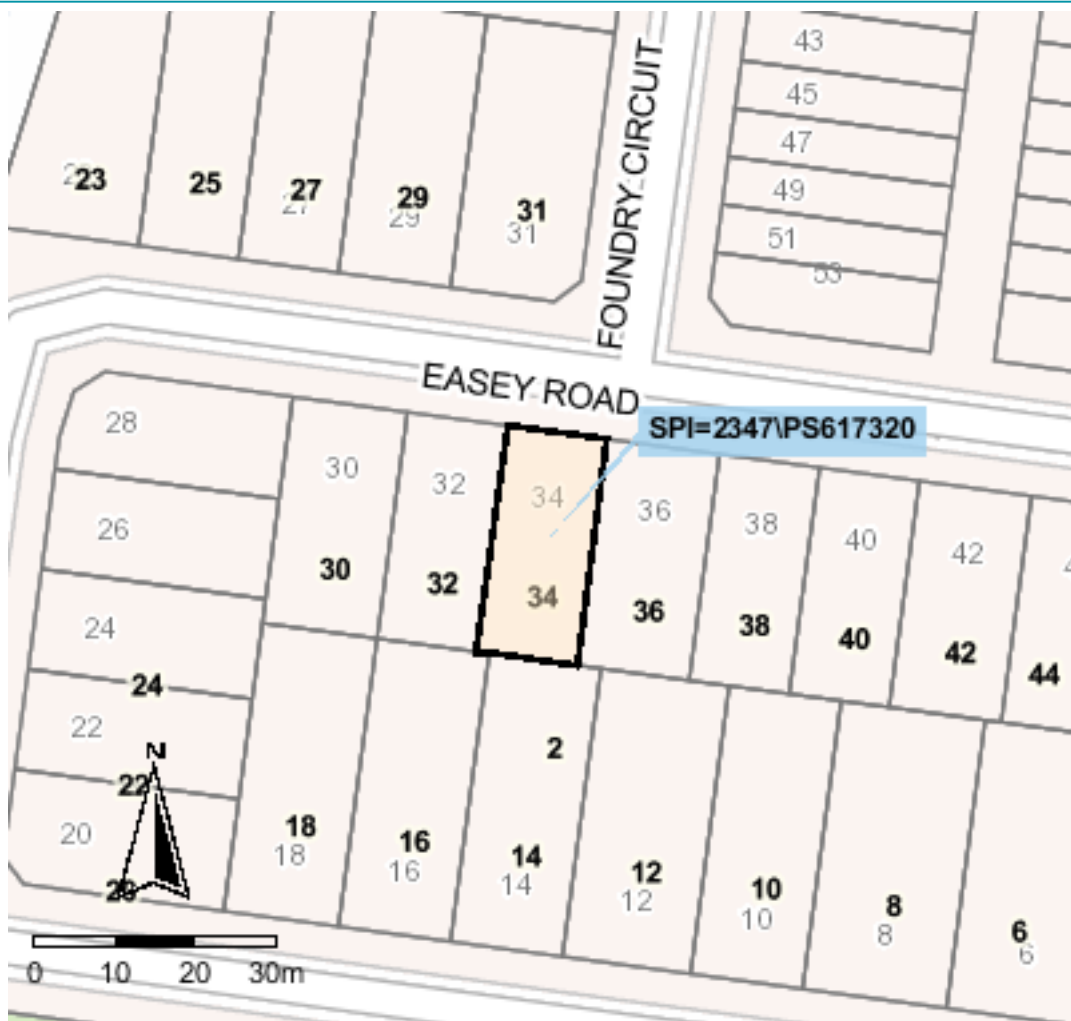
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 09 September 2024 07:02 PM

PROPERTY DETAILS

Address: **34 EASEY ROAD BEVERIDGE 3753**
Lot and Plan Number: **Lot 2347 PS617320**
Standard Parcel Identifier (SPI): **2347\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **124894**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 667 E10**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

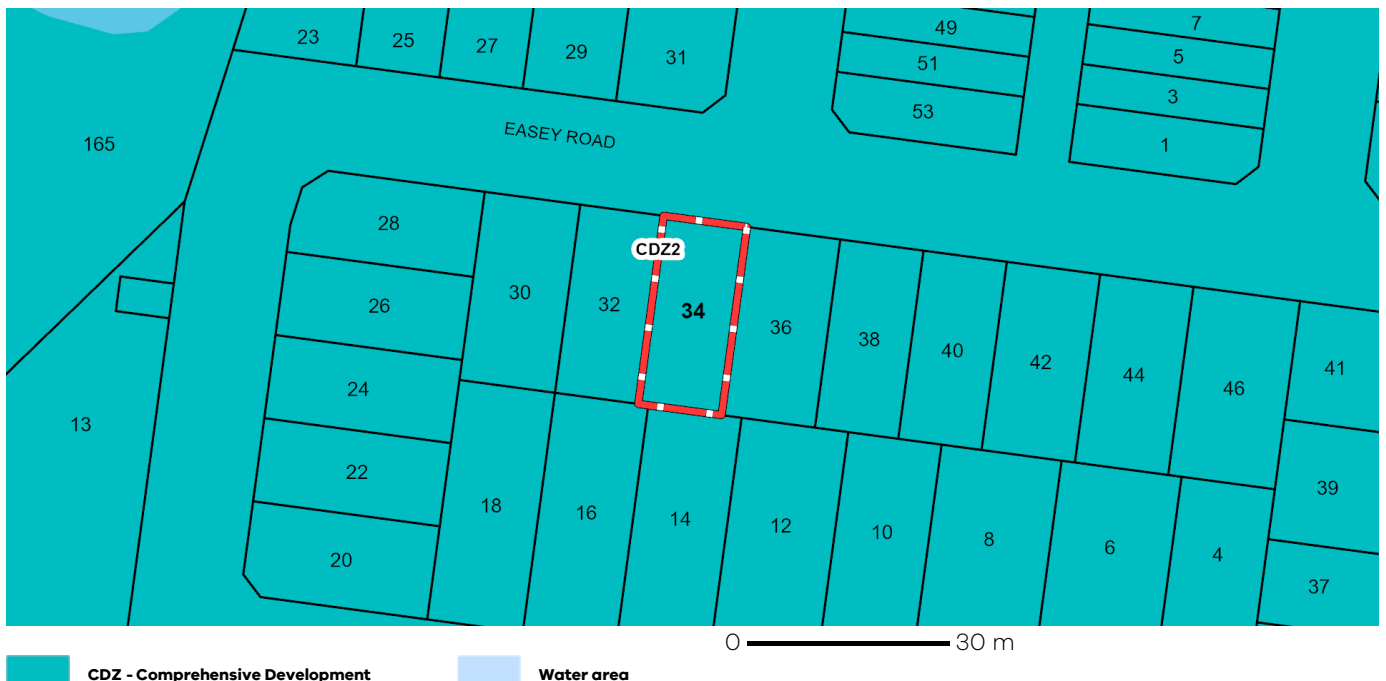
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

No planning overlay found

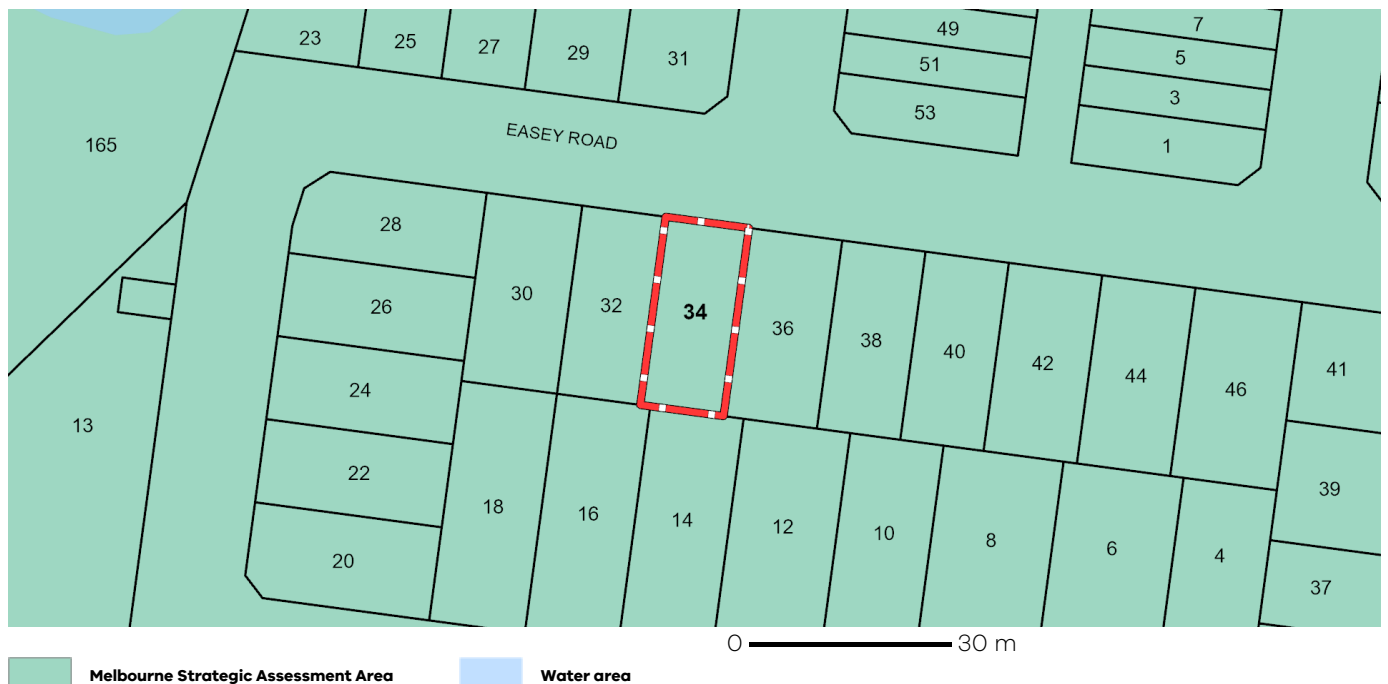
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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://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://nvm.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 apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

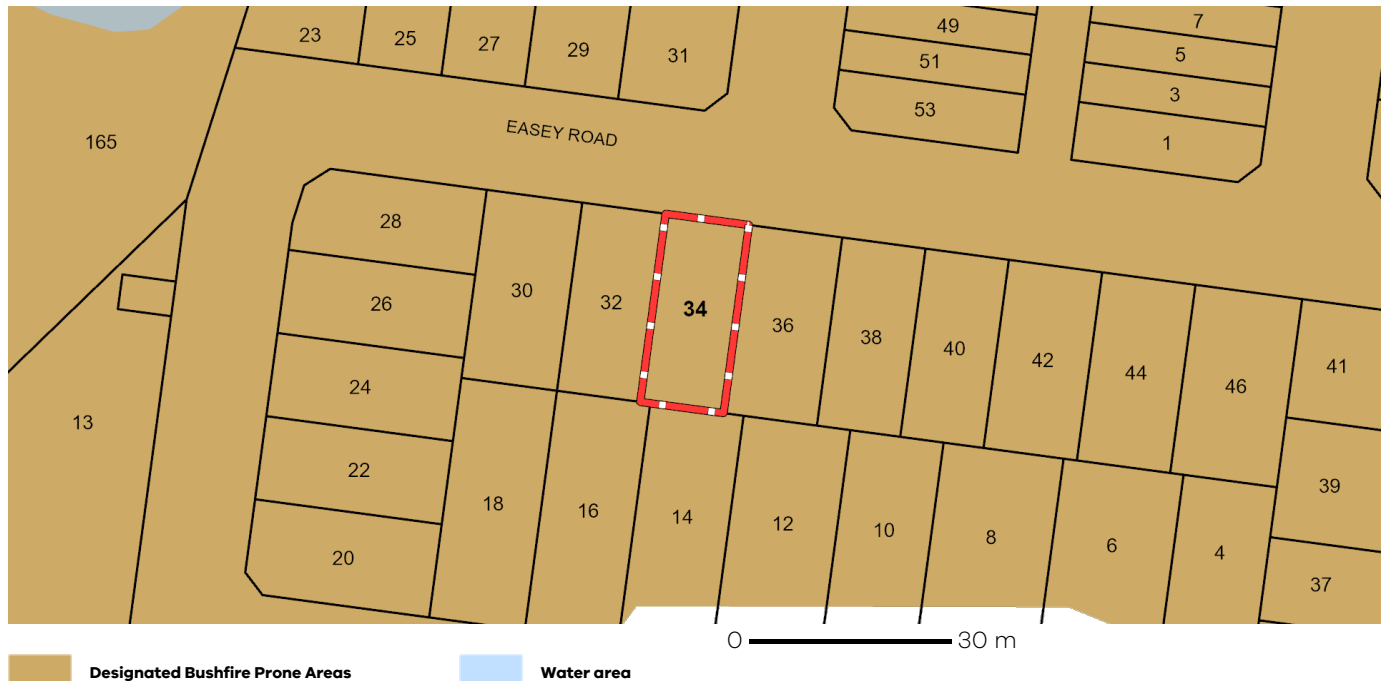
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

5th September 2024

Mountain Ranges Conveyancing C/- Triconvey2 (Resel)
LANDATA

Dear Mountain Ranges Conveyancing C/- Triconvey2 (Resel,

RE: Application for Water Information Statement

Property Address:	34 EASEY ROAD BEVERIDGE 3753
Applicant	Mountain Ranges Conveyancing C/- Triconvey2 (Resel) LANDATA
Information Statement	30881398
Conveyancing Account Number	7959580000
Your Reference	414017

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	34 EASEY ROAD BEVERIDGE 3753
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	34 EASEY ROAD BEVERIDGE 3753
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

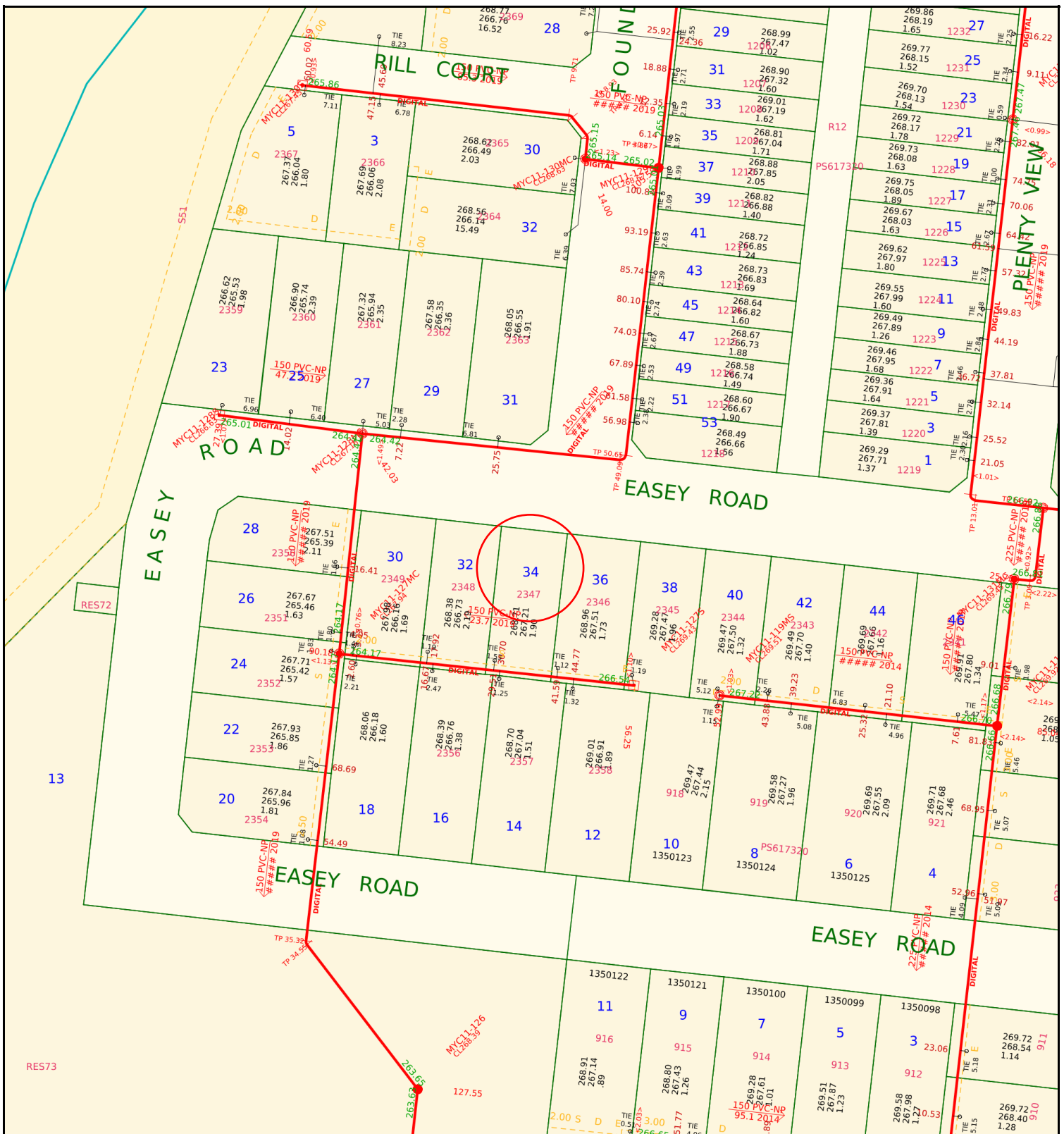
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water
Information Statement
Number: 30881398**

Address	34 EASEY ROAD BEVERIDGE 3753
Date	05/09/2024
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

6th August 2020

Application ID: 460493

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1462898

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
------------------	---------------

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

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

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Mountain Ranges Conveyancing C/- Triconvey2 (Resel)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5819890205
Rate Certificate No: 30881398

Date of Issue: 05/09/2024
Your Ref: 414017

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 EASEY RD, BEVERIDGE VIC 3753	2347\PS617320	5214939	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

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

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

Property Address	Lot & Plan	Property Number	Property Type
155 CAMERONS LANE, BEVERIDGE VIC 3753		5214891	Residential

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

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5214939

Address: 34 EASEY RD, BEVERIDGE VIC 3753

Water Information Statement Number: 30881398

HOW TO PAY



Biller Code: 314567
Ref: 58198902051

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Valuations, Rates and Charges

1 July 2024 to 30 June 2025

S H Scicluna
 34 Easey Road
 BEVERIDGE VIC 3753

025

Issue Date
 26 July 2024

Property Number
 124894

Overdue Pay Now
 \$566.46

Property 34 Easey Road, BEVERIDGE VIC 3753 Lot 2347 PS 617320 Vol 12095 Fol 291			
Site Value	\$267,000	Market Level Date	01/01/2024
Net Annual Value	\$29,200	Valuation Effective Date	01/07/2024
Capital Improved Value (CIV)	\$584,000		
Balance Brought Forward			\$566.46
COUNCIL: Rates and Charges 2024/2025			
Standard Garbage Charge	1 x \$544.00		\$544.00
Gen Rate - General Land	\$584,000 x 0.00233444		\$1,363.30
Municipal Charge	1 x \$199.35		\$199.35
Total Council Rates and Charges 2024/2025			\$2,106.65
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	\$584,000 x 0.000087		\$50.80
Total State Government Fire Services Property Levy 2024/2025			\$182.80

Payments received after 22/07/2024 have not been deducted from the amount due on this notice.
 Overdue amounts shown on this notice are payable immediately unless a formal payment plan has been agreed to and is up to date.
 If you are having difficulty making payment, please contact us as soon as possible to discuss your options.

Instalment 1
Due 30/09/2024
 \$573.45

Instalment 2
Due 30/11/2024
 \$572.00

Instalment 3
Due 28/02/2025
 \$572.00

Instalment 4
Due 31/05/2025
 \$572.00

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

Total Amount Payable \$2,855.91

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

BPAY Biller Code: 93807
 Ref: 1248947

BPOINT Biller Code: 93807
 Ref#: 1248947
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT

Post Billpay Billpay Code: 9190
 Ref: 1248 9431

BPAYVIEW View and pay this bill using internet banking
 BPayView Registration No.: 1248947

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



Receive your rates notice via email
 Register now at mitchellshire.enotices.com.au with eNotices reference number
71B6E1599Z

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	\$1,363.31
Vacant Land - Residential	0.00466888	\$2,726.63
Vacant Land - Commercial/Industrial	0.00583610	\$3,408.28
Rural Agricultural (40ha to 100ha)	0.00210100	\$1,226.98
Rural Agricultural (>100ha)	0.00186755	\$1,090.65
Subdivisional Land	0.00560266	\$3,271.95

*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



**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

Plan Number: 617320S

Lot Number: 2347


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 8214 6	

	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number	
Reference Number: 2662 1049 1103 8214 6	
*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 10382146	

OWNERS CORPORATION CERTIFICATE

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

Vendor: Ms S H Scicluna

This certificate is issued for Lot 2347 on Plan Number 617320S the postal address of which is:

34 Easey Road BEVERIDGE 3753 VIC

The current fees for Lot 2347 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:

\$402.90

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

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
15/07/2024	Interest on Overdue Levies at 10.00 % pa (Calculated 15/07/2024)	4.15	4.15

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
34 Easey Road BEVERIDGE 3753 VIC
Lot Number: 2347

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.

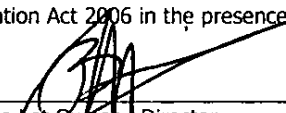
Date: 15 October, 2009

Signature of Applicant:

The Common Seal of Owners Corporation Number:

Plan Number: 617320S

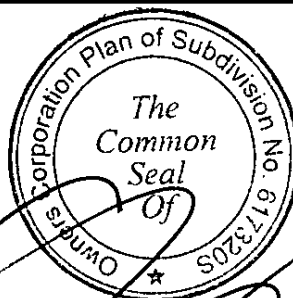
was affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:

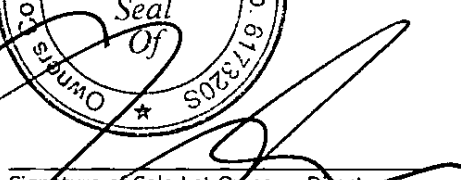

Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

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

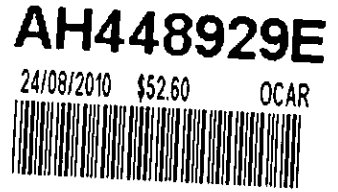
Page 1 of 1

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.

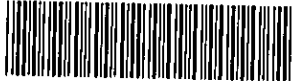
9. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

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:

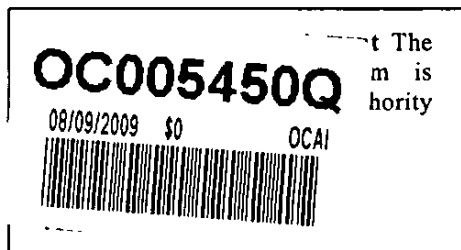
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Rules; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Rules.

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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

Contents

1.0 Introduction

- 1.1 The Mandalay Vision
- 1.2 Purpose of the Guidelines
- 1.3 Submission Requirements and Development Approval Process

2.0 Siting and Orientation

- 2.1 All Lots
- 2.2 Corner Lots – Specific
- 2.3 Front Setbacks
- 2.4 Side Setbacks
- 2.5 Dwelling Setbacks to Golf Course Boundaries

3.0 Dwelling Design

- 3.1 Architectural Character Mandatory Standards
- 3.2 Building Materials and Colour Palette
- 3.3 Identical Façade Assessment
- 3.4 Environmentally Sustainable Design
- 3.5 Garages and Carports
- 3.6 Driveways and Paving
- 3.7 Letterboxes

4.0 Fencing

- 4.1 Front Fencing
- 4.2 Typical Side and Rear Fencing
- 4.3 Corner Lot Fencing
- 4.4 Fencing Template
- 4.5 Golf Lot Fencing

5.0 Plumbing and Ancillary Equipment

- 5.1 Plumbing
- 5.2 Rainwater Tanks
- 5.3 Air Conditioning Units
- 5.4 TV Antennae and Satellite Dishes
- 5.5 Solar Water Heating
- 5.6 Water Efficiency
- 5.7 Smart Wiring

6.0 General Dwelling Information

- 6.1 Screening
- 6.2 Clothes Lines & Drying Areas
- 6.3 Parking of Heavy Vehicles & Caravans etc
- 6.4 Property Settlement and Timing of Works
- 6.5 Aluminum Roller Shutters to Windows
- 6.6 Window Furnishings
- 6.7 Maintenance of Lots
- 6.8 Signage

7.0 Landscaping

1.0 INTRODUCTION

1.1 The Mandalay Vision

Mandalay will represent the future of community living in the northern suburbs. Residents will benefit from a well-planned community that will provide a number of lifestyle opportunities centered around a Peter Thomson Signature golf course and a community hub that will boast a clubhouse, restaurant, gym, lap style swimming pool, tennis courts, and other facilities.

The Mandalay master plan has been designed with the environment and its residents in mind. The master plan ensures the best possible access to the surrounding amenities with a network of walking and cycling tracks interlinked with the surrounding parks and community facilities. Mandalay is a lifestyle choice where quality landscape and attention to detail will create a distinctive and quality address for all its residents.

1.2 Purpose of the Guidelines

The key purpose of these design guidelines is to achieve a consistently high quality of homes and landscaping that realises the Mandalay Vision.

The guidelines are intended to assist you in considering the design of your home and private garden and how this can contribute to and enhance the overall character of the development. The guidelines will help you through the initial consideration, design process and building of your new home. The guidelines will not only enhance your building experience but will underpin the overall amenity of Mandalay and contribute to creating a vibrant community that you will proudly call home.

These design guidelines may be amended from time to time at the developer's discretion to reflect changes in design and building trends and amendments to legislation affecting building approvals.

1.3 Submission Requirements and Development Approval Process

The siting and design of your home is required to be approved by the Mandalay Design Reviewer. **(M.D.R.)** before obtaining building permits. It is mandatory that all plans and other relevant drawings are submitted to the M.D.R. for approval.

To obtain the Developers approval, you must forward the **Mandalay Application for Design Approval Form** (found at the rear of this document) with two (2) legible A3 copies of the documentation listed on the form for approval to:

Mandalay Design Reviewer

C/- Beveridge Property Developers
501 Blackburn Road
Mt. Waverley, Vic 3149

The Submission must include the following in (2 copies) A3 format:

- A min. 1:200 siting plan including: date and reference number of drawing, north point, lot area calculation, dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, proposed fencing, crossover and driveway location; clothes line, letter box, water tank, outbuildings and pool position if applicable. Provide the building envelope if applicable to the lot.
- Floor plans at minimum of 1:100 with north point, indicating all rooms, windows, external doors, external fixtures and nominated floor levels; including air conditioning and solar units positions.
- Full elevations indicating wall heights and all external finishes including garage door type; extent of eaves and position of air conditioning and solar units.

- Relevant cross sections showing roof pitches, eaves depth and height of walls along the boundaries; cut and fill including retaining walls where applicable.
- Fence design as per the Mandalay fence template (included) with the client's signature as endorsement or; a plan with all dimensions and materials should be included.
- Schedule of colours and materials to be used externally – provide colour chips or a colour photocopy for reviewing by the M.D.R.

A detailed checklist of submission requirements is provided as part of the Design Approval Application Form included in this document.

The M.D.R. will assess all designs and either provide a notice of approval or specify how the submission conflicts with the guidelines. Designs that substantially comply with the guidelines may be given a notice of approval with conditions requiring the rectification of minor deviations. Furthermore the M.D.R. may make suggestions intended to improve the design.

The M.D.R. will use its best endeavors to assess proposals in the shortest possible time and generally within 10 -14 business days of receipt of a fully completed and compliant application. You must then obtain the approval of the building plans from the local Council or relevant Building Surveyor and/or any other relevant authorities required by the authority approval process. It is the responsibility of the owner that the proposed building works comply with local, state, and Rescode requirements. Neither the Mandalay Design Reviewer nor the developer accepts any responsibility for works that don't comply as noted above.

Please Note:

The final decision of all aspects of the Design Guidelines is at the discretion of the M.D.R. and no additional correspondence will be entered into once a decision has been made. The M.D.R. is not liable for any refunds, credit or compensation for its decisions in granting or refusing a submission approval or any discrepancies that may arise from this work.

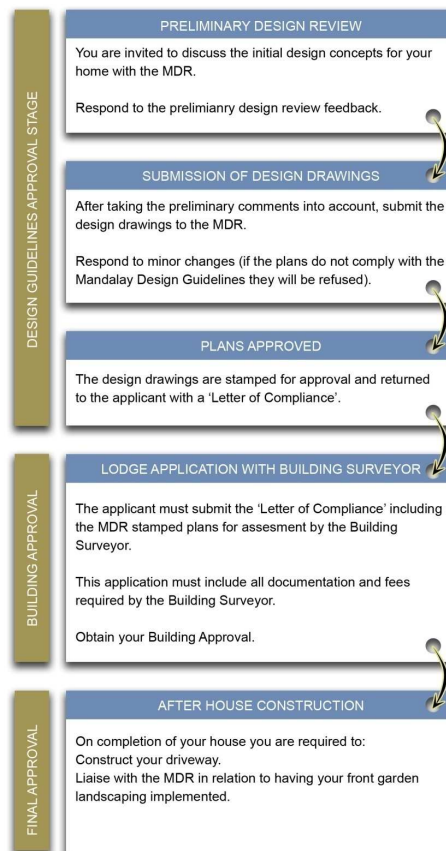


Figure 1.1 Design and Approval Process Flow Chart.

2.0 SITING & ORIENTATION

Where possible each dwelling should be designed to maximise the advantages and natural characteristics of the site. Solar angles, views, prevailing breezes, relationship to the street, open space, landscaping and adjoining dwelling type and locations should all be considered to create a responsive design solution in keeping with the intent of the Mandalay vision.

2.1 All Lots

Building envelopes have been prepared for all lots in the development (refer to the Plan of Subdivision and Notice of Restriction). These building envelopes indicate the area on each lot where a building can be sited.

- A front (primary) boundary is deemed to be that part of the lot with the street frontage being the smallest dimension, unless the Building Envelope Plan indicates otherwise.
- Only one dwelling may be built on any one lot.
- Lots may not be further subdivided unless:
 - (a) they are designated for medium density housing or for further subdivision; or
 - (b) they have an area greater than 500m² and the subdivision would not enable a lot of less than 500m².
- All building works must be contained within the building envelope and subject to approved variations; they must also comply with current Planning Controls / ResCode.
- Every dwelling must be set back from the front boundary according to lot size and type.
- Garages located on the primary street frontage must also be located a minimum of 0.5 metres behind the main façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- Decking and pergolas are permissible encroachments and as such may encroach up to 2 metres into selected setbacks pending approval from the Building Surveyor, local Authority / ResCode and Guidelines conditions.
- Verandahs, porticos and entries are also permitted encroachments within the front setback. The maximum encroachment is 0.5 metres which is also dependant on approval from the Building Surveyor, local Authority/ResCode and Guidelines conditions.

2.2 Corner Lots - Specific

Corner lots have significant impact on neighborhood character, and therefore, considerable attention is required to ensure that a desirable outcome is achieved for both the home owner and the Mandalay Estate as a whole.

It is important that corner lots address their prominent position in the streetscape while contributing to the creation of an attractive, safe living environment. They form a gateway to adjoining streets, therefore it is essential that the dwelling addresses both street frontages with articulation of the built form including varying materials, window and door openings.

It is important that corner lot homes are articulated to provide an appropriate corner feature to your home that will 'turn the corner' for both single and two storey dwellings. One or more of the following building elements is to be incorporated into the design as a corner feature;

- Windows
- Feature gable, window, etc.
- A return verandah or balcony
- An articulated step back or setback.
- A change of wall finish (material) that assists in softening the mass of the building

- Blank walls of more than 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.

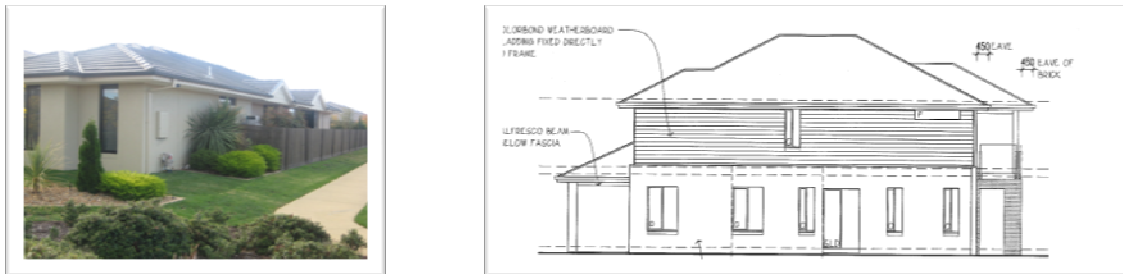


Figure 2.2 Examples of encouraged treatments on corner allotments

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.

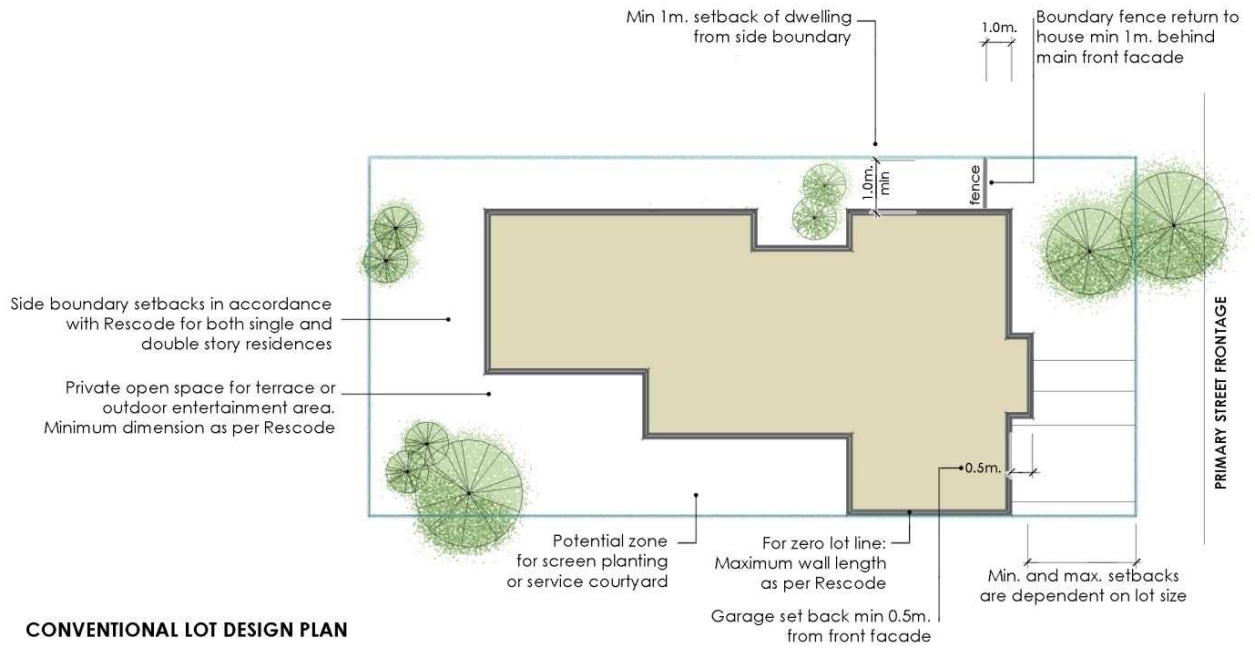


Figure 2.3

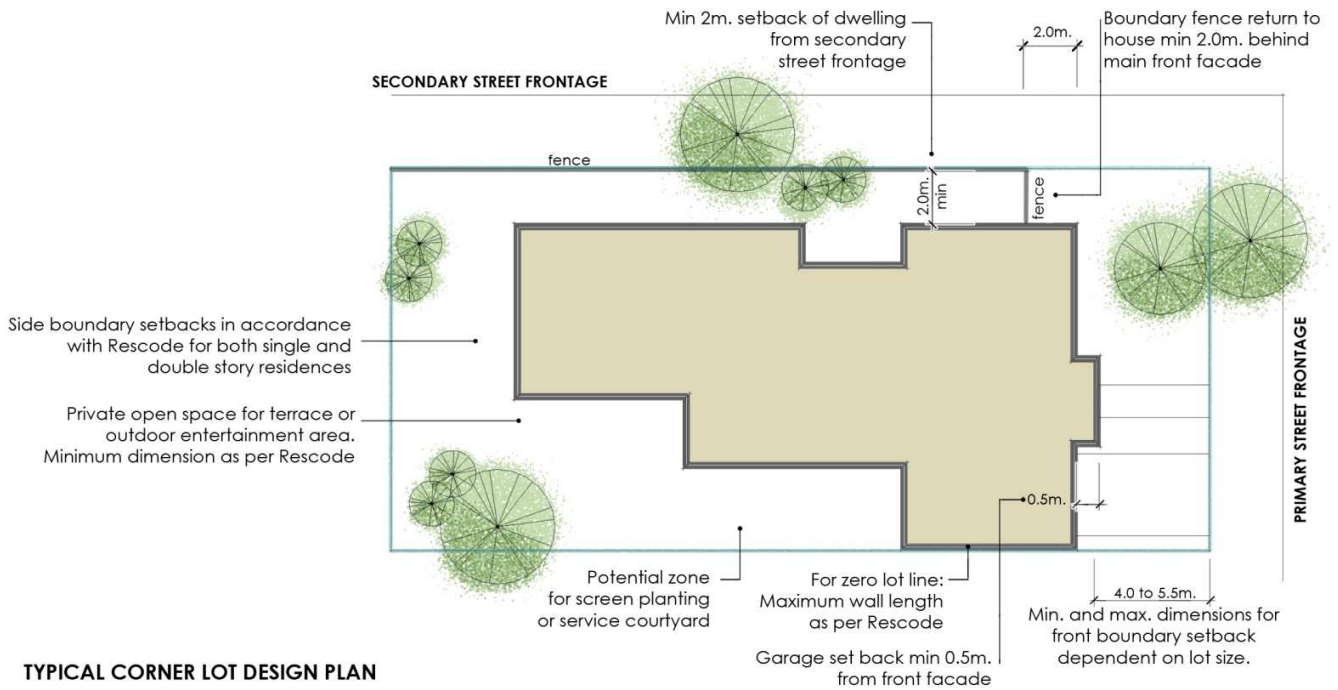


Figure 2.4

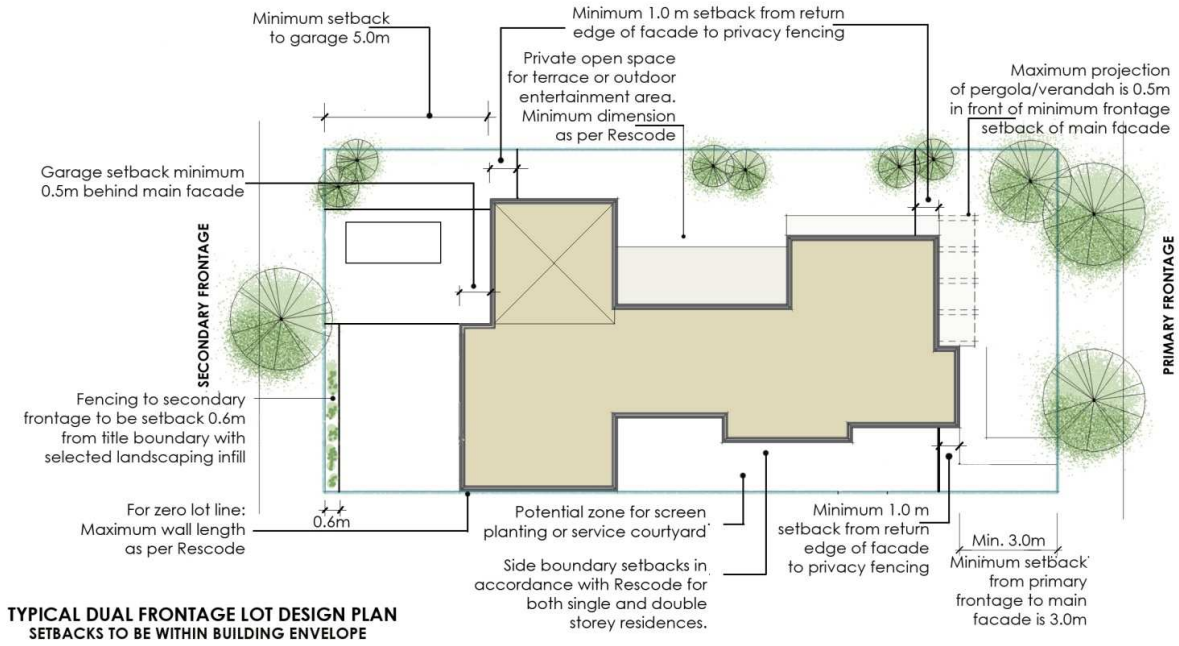


Figure 2.5

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.

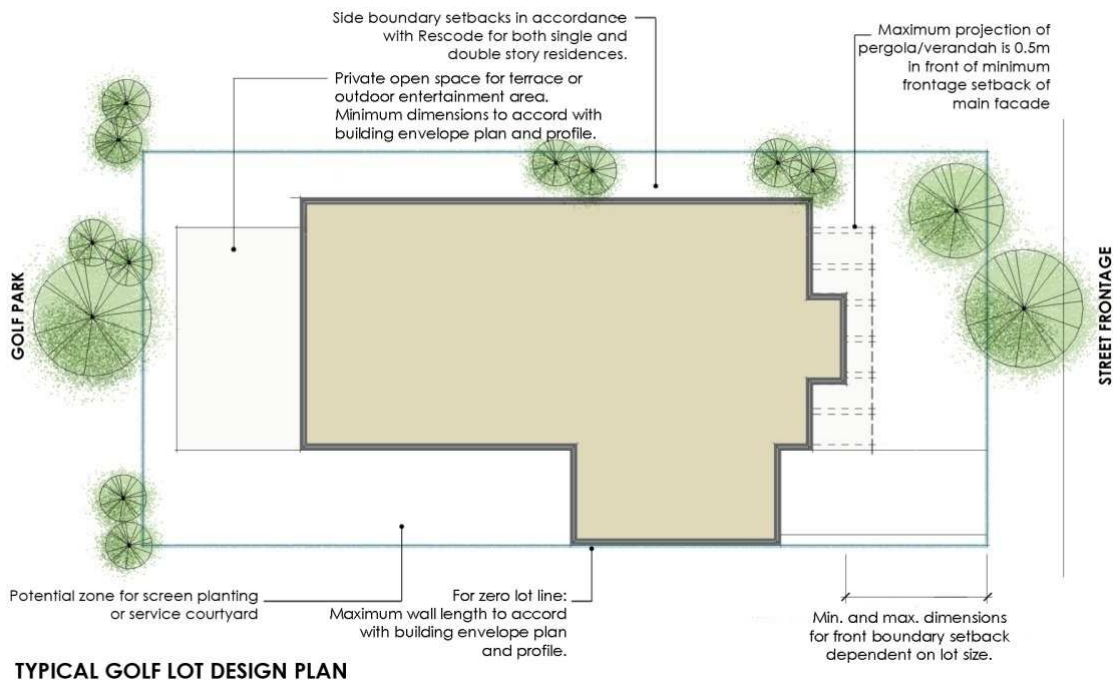


Figure 2.5a

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.

3.2 Building Materials and Colour Palette

An important element in maintaining a high quality of residential neighborhood character is the control of external building materials, colours and other related finishes. Natural colours are encouraged as they enhance the architecture and landscaping vision for Mandalay.

External walls of each dwelling must be constructed of either:

- Face brickwork
- Rendered or bagged brickwork/ concrete block but must be painted or coloured
- Weatherboards, composite cladding materials and cement sheeting (painted rendered or similar textured finish).
- Selected stone.
- Muted colours and finishes shall be used to blend with the natural setting of Mandalay.
- External windows and doors other than those utilized in an entrance situation are not to contain reflective, frosted, coloured or patterned film on glass unless governed by authority and/or ResCode requirements or approved by the M.D.R.

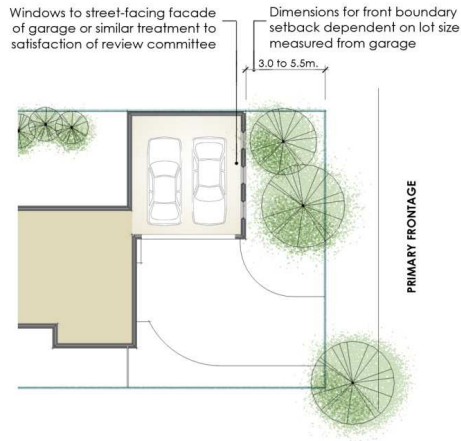


Figure 3.2 Examples of preferred external colours, materials and finishes.

3.5 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 in 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.

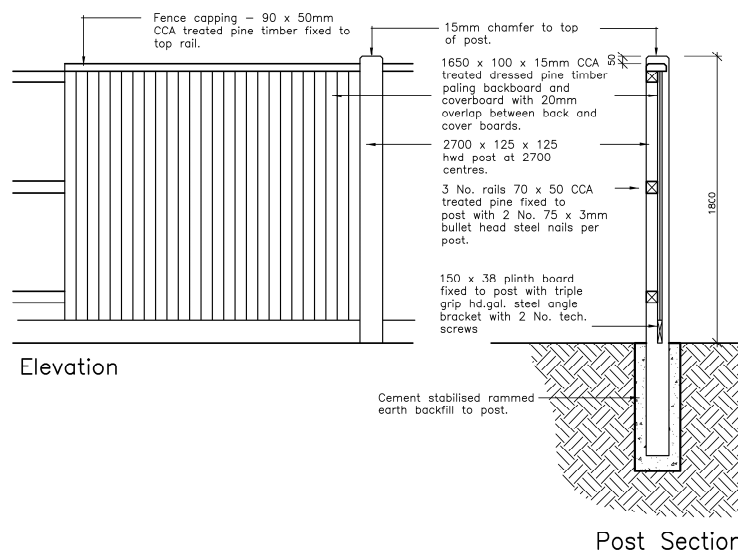


Figure 4.2 typical side & rear fencing

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.

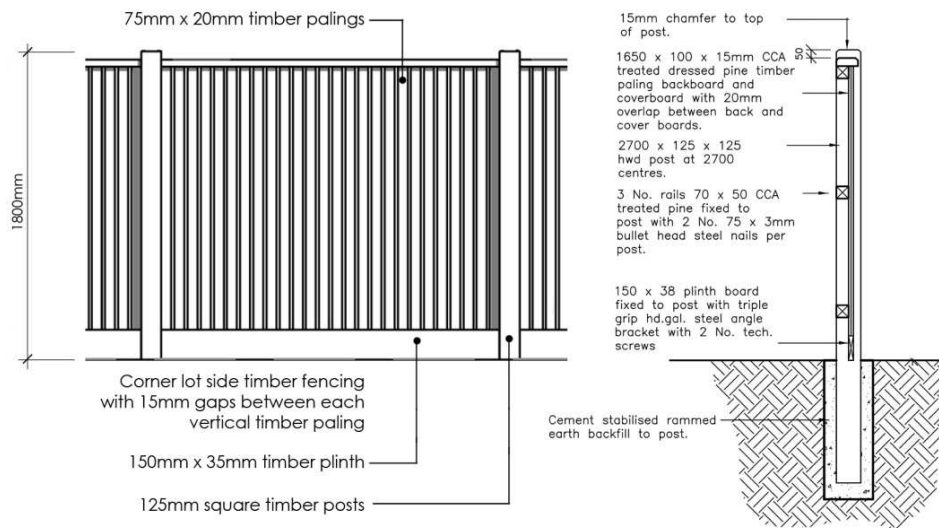
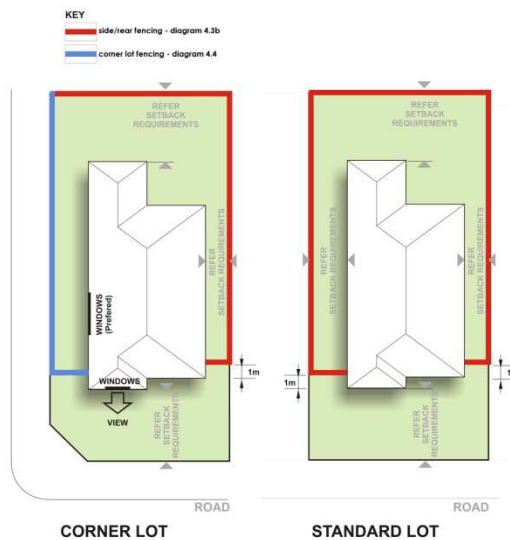


Figure 4.3 corner lot fencing

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.

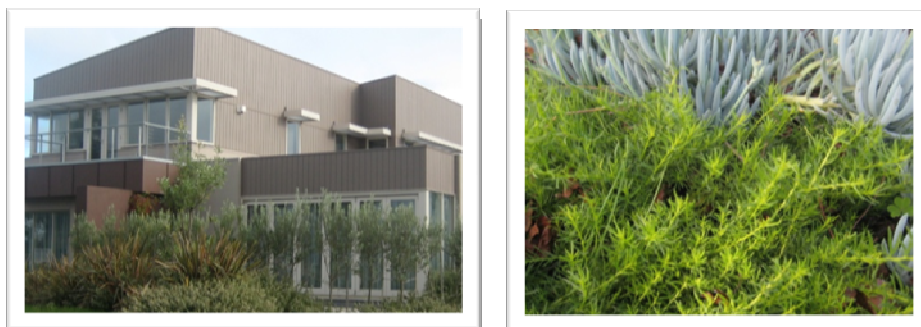


Figure 7.0 encouraged landscape elements

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.

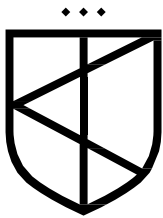
1. **Site Plan** (min scale 1:200) indicating date and reference number of drawing, north point, lot area calculation, habitable dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, and driveway location, clothesline, letterbox, water tank, and pool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

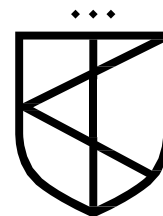
A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

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

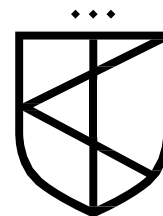
3.1 Metering of services and apportionment of costs of services

- (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."

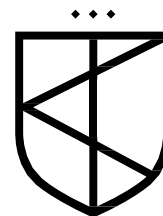
4.2 Vehicles and parking on common property

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

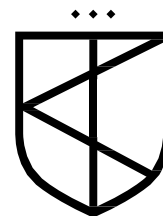
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

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

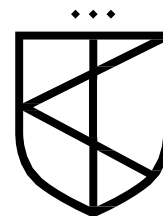
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

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.

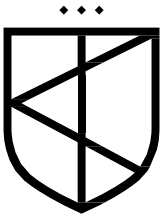
7 Dispute resolution

- (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.

.....



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.

FORM 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT
6056234661021

Issued to

Agent of owner	Australian Building Company Pty Ltd
ACN	603 519 366
Postal address	501 Blackburn Road, Mount Waverley VIC 3149
Email	rosepoci@metricon.com.au
Address for serving or giving documents	501 Blackburn Road, Mount Waverley VIC 3149
Contact person	Rose Poci
Telephone	03 9915 5555

Ownership details

Owner	Sherise Hannah Scicluna
Postal address	34 Banbury Cres, CRAIGIEBURN VIC 3064
Email	sherisesicluna@hotmail.com
Contact person	Sherise Hannah Scicluna
Telephone	0412696415

Property details

Lot	2347
Number	34
Street/road	Easey Road
City/suburb/town	BEVERIDGE
Postcode	3753
LP/PS	PS671320
Volume	12095
Folio	291
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	MITCHELL SHIRE

Builder

Name	Australian Building Company Pty Ltd
ACN	603519366
Building practitioner registration number	CDB-U 52968
Postal address	501, Blackburn Road Blackburn Road, Mount Waverley Victoria 3149
Telephone	399155555

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

Name	Mario Biasin
Postal address	501, Blackburn Road Blackburn Road, Mount Waverley Victoria 3149
Telephone	399155555

Building practitioner or architect engaged to prepare documents for this permit

Name	Australian Building Company PTY LTD
Category/class	Domestic Builder Unlimited
Registration number	CDB-U 52968
Name	Mathew Borzillo
Category/class	Engineer Civil
Registration number	EC - 47811

Details of domestic building work insurance

Name of builder	Australian Building Company Pty Ltd
Name of issuer or provider	Insurance House Pty Ltd
Policy number	C544718
Policy cover	\$235,597.00

Nature of building work

Construction type	new building
Storeys contained	1
Version of BCA applicable to permit	2019
Stage of building work permitted	0
Cost of building work	\$235,597.00
Total floor area of new building work in m ²	210 m ²

Building classification

Part of building	Single Storey Dwelling and Garage
BCA classification	1ai, 10a

Prescribed reporting authorities

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Protection work

Protection work is not required in relation to the building work proposed in this permit.

Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

Building part	Inspections
Single Storey Dwelling and Garage	<ul style="list-style-type: none">• piers: before pouring a footing or in situ reinforced concrete member• pre slab: before placing a footing• steel: before pouring a footing or in situ reinforced concrete member• frame: on completion of the framework• final: on completion of all building work

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion

This building work must commence by **2 October 2021**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

This building work must be completed by **2 October 2022**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

Conditions

This permit is subject to the following conditions:

Description	Performance or information required
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Waterproofing — internal wet areas	Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740–2010 Waterproofing of domestic wet areas.
Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set–2006 Glass in buildings Set or AS2047–2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959–2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	<p>Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work (including referencing any performance solutions used) as follows:</p> <ul style="list-style-type: none"> • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting

Bushfire protection — mandatory	Prior to or with an application for an occupancy permit, the builder must provide written confirmation satisfactory to the relevant building surveyor that the building work has been constructed in accordance with the relevant bushfire attack level (BAL) as nominated by AS3959–2018 Construction of buildings in bushfire-prone areas. BAL: 12.5.
Termite treatment	Prior to or with an application for an occupancy permit, the builder must provide a copy of the termite protection certificate satisfactory to the relevant building surveyor that the building work has been constructed in accordance with AS3660–2014 Termite management.
Energy efficiency — solar hot water	Prior to or with an application for an occupancy permit, the builder must provide: <ul style="list-style-type: none"> • an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia • a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.

Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

Designated building surveyor

Name	David Madeira
Building practitioner registration number	BS-U 27484
Permit number	6056234661021
Date of issue of permit	2 October 2020
Date of issue of amendment 1	20 October 2020
Signature	



FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT

6056234661021

Property details

Lot	2347
Number	34
Street/road	Easey Road
City/suburb/town	BEVERIDGE
Postcode	3753
LP/PS	PS671320
Volume	12095
Folio	291
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	MITCHELL SHIRE

Building permit details

Building permit number	6056234661021
Version of BCA applicable to building permit	2019

Building details

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1ai, 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	Not applicable
Storeys contained	1

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:

Reporting authority	Matter reported on or consented to	Relevant regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

Designated building surveyor

Name	David Madeira
Building practitioner registration number	BS-U 27484
Occupancy permit number	6056234661021
Date of issue	23 February 2021
Date of final inspection	23 February 2021

Signature



Issue Date: 29 March 2020

To Whom it May Concern

Certificate of Placement – Contract Works / Plant & Equipment

In our capacity as Insurance Broker to the Named Insured shown below, we confirm having arranged the following insurance, the details of which are correct as at the Issue Date:

Named Insured: Metricon Homes Pty Ltd &/or Metricon Homes QLD Pty Ltd &/or Australian Building Company &/or subsidiary companies and others as defined

Additional Insureds:

- **Client:** Ms S Scicluna
- **Interested Party:** CBA

Site Address: (Lot: 2347 EASEY ROAD, BEVERIDGE 3753

Insurers: Contract Works - AIG Australia Limited
Liability – XL Insurance Company SE

Policy Numbers: 215154/AU00006891LI20A

Covering: **Contract Works**
Physical Loss and/or Damage to the Contract Works
Maximum Contract Value: \$30,000,000 any one Contract

Public & Products Liability
Insurers will Indemnify the Named Insured for sums which the Named Insured becomes Legally Liable to pay in respect to Third Party Bodily Injury and/or Property Damage
Limit of Indemnity: \$20,000,000 any one occurrence

Policy Expiry 4pm, 31st March 2021



Signed for and on behalf of
Willis Australia Limited

Issue Date: 9 October 2020

Disclaimer:

This document has been prepared at the request of our client and does not represent an insurance policy, guarantee or warranty and cannot be relied upon as such. All coverage described is subject to the terms, conditions and limitations of the insurance policy and is issued as a matter of record only. This document does not alter or extend the coverage provided or assume continuity beyond the Expiry Date. It does not confer any rights under the insurance policy to any party. Willis Australia Limited is under no obligation to inform any party if the insurance policy is cancelled, assigned or changed after the Issue Date.

Stone Real Estate Whittlesea

1/75 Church Street,
Whittlesea, VIC 3757

P: 97162000

E: whittlesea@stonerealestate.com.au

ABN: 26 650 581 310



Residential Rental Agreement

for

34 Easey Road, Beveridge VIC 3753

This agreement is between **Sherise Scicluna**
and **Chelsea Nesci, Andrew Costanzo**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Sat 09/12/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

34 Easey Road, Beveridge VIC

Postcode 3753

3. Rental provider details

Full name or company name of rental provider

Sherise Scicluna

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Stone Real Estate Whittlesea

Address

1/75 Church Street, Whittlesea, VIC

Postcode 3757

Phone number

97162000

ACN (if applicable)

Email address

whittlesea@stonerealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Chelsea Nesci

Current Address:

34 Easey Road, Beveridge VIC 3753

Postcode

Phone number:

0402228931

Email:

chelsearubynesci@gmail.com

Full name of **renter 2**

Andrew Costanzo

Current Address:

34 Easey Road, Beveridge VIC 3753

Postcode

Phone number:

0427657987

Email:

chelsearubynesci@gmail.com

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

Thu 21/12/2023

(this is the date the agreement starts and you may move in)

End date

Fri 20/12/2024

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083 004
Account:	74 981 8605
Account name:	DJT Real Estate Trust Account
Bank Reference:	EASEYRD34

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes No

Trish Cavalieri: trishcavalieri@stonerealestate.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes No

Chelsea Nesci: chelsearubynesci@gmail.com

Renter 2 Yes No

Andrew Costanzo: chelsearubynesci@gmail.com

Renter 3 Yes No

Renter 4 Yes No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Jessica Conte-Singh

Emergency phone number

0400134550

Emergency email address

jessicaconte@stonerealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. Chelsea Nesci viewed and acknowledged at Fri, 08/12/2023 09:49 from device: iOS 17.1.2 iPhone Mobile Safari 17.1.2
2. Andrew Costanzo viewed and acknowledged at Fri, 08/12/2023 10:28 from device: iOS 16.7.2 iPhone Mobile Safari 16.6

Privacy Collection Notice

As professional property managers **Stone Real Estate Whittlesea** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 97162000

Primary Purpose

As professional property managers, **Stone Real Estate Whittlesea** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Stone Real Estate Whittlesea** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Stone Real Estate Whittlesea also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Stone Real Estate Whittlesea** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Stone Real Estate Whittlesea** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Stone Real Estate Whittlesea** privacy policy can be viewed without charge on the **Stone Real Estate Whittlesea** website; or contact your local **Stone Real Estate Whittlesea** office and we will send or email you a free copy.

Disclaimer

Stone Real Estate Whittlesea its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Stone Real Estate Whittlesea** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Sherise Scicluna**



Signed at Sat, 09/12/2023 11:30 , from device: iOS 17.1.2 iPhone Mobile Safari 17.1.2

Renter(s)

Renter 1: **Chelsea Nesci**



Signed at Fri, 08/12/2023 09:49 , from device: iOS 17.1.2 iPhone Mobile Safari 17.1.2

Renter 2: **Andrew Costanzo**



Signed at Fri, 08/12/2023 10:28 , from device: iOS 16.7.2 iPhone Mobile Safari 16.6

AUDIT TRAIL

Chelsea Nesci (Renter)

- Fri, 08/12/2023 09:44 - Chelsea Nesci clicked 'start' button to view the Residential Rental Agreement (iOS 17.1.2 iPhone Mobile Safari 17.1.2, IP: 49.183.93.135)
- Fri, 08/12/2023 09:49 - Chelsea Nesci stamped saved signature the Residential Rental Agreement (iOS 17.1.2 iPhone Mobile Safari 17.1.2, IP: 49.183.93.135)

Fri, 08/12/2023 09:49 - Chelsea Nesci submitted the Residential Rental Agreement (*iOS 17.1.2 iPhone Mobile Safari 17.1.2, IP: 49.183.93.135*)

Andrew Costanzo (Renter) - Delegated to Chelsea Nesci

Fri, 08/12/2023 10:23 - 'Proceed' button is clicked on landing page to pass control to Andrew Costanzo (*iOS 16.7.2 iPhone Mobile Safari 16.6, IP: 1.136.25.6*)

Fri, 08/12/2023 10:23 - Andrew Costanzo clicked 'start' button to view the Residential Rental Agreement (*iOS 16.7.2 iPhone Mobile Safari 16.6, IP: 1.136.25.6*)

Fri, 08/12/2023 10:28 - Andrew Costanzo stamped saved signature the Residential Rental Agreement (*iOS 16.7.2 iPhone Mobile Safari 16.6, IP: 1.136.25.6*)

Fri, 08/12/2023 10:28 - Andrew Costanzo submitted the Residential Rental Agreement (*iOS 16.7.2 iPhone Mobile Safari 16.6, IP: 1.136.25.6*)

Sherise Scicluna (Rental Provider)

Fri, 08/12/2023 20:02 - Sherise Scicluna clicked 'start' button to view the Residential Rental Agreement

Sat, 09/12/2023 11:29 - Sherise Scicluna clicked 'start' button to view the Residential Rental Agreement

Sat, 09/12/2023 11:30 - Sherise Scicluna stamped saved signature the Residential Rental Agreement

Sat, 09/12/2023 11:30 - Sherise Scicluna submitted the Residential Rental Agreement

AGREEMENT END

Property Clearance Certificate

Land Tax



INFOTRACK / MOUNTAIN RANGES CONVEYANCING

Your Reference:	2622
Certificate No:	79780912
Issue Date:	05 SEP 2024
Enquiries:	ESYSPROD

Land Address: 34 EASEY ROAD BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46348757	2347	617320	12095	291	\$487.50

Vendor: SHERISE SCICLUNA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MISS SHERISE HANNAH SCICLUNA	2024	\$278,000	\$975.00	\$0.00	\$487.50

Comments: Land Tax of \$975.00 has been assessed for 2024, an amount of \$487.50 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$589,000
SITE VALUE:	\$278,000
CURRENT LAND TAX CHARGE:	\$487.50

Notes to Certificate - Land Tax

Certificate No: 79780912

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$278,000

Calculated as \$975 plus (\$278,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79780912

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79780912

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MOUNTAIN RANGES CONVEYANCING

Your Reference:	2622
Certificate No:	79780912
Issue Date:	05 SEP 2024
Enquires:	ESYSPROD

Land Address: 34 EASEY ROAD BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46348757	2347	617320	12095	291	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$589,000
SITE VALUE:	\$278,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79780912

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MOUNTAIN RANGES CONVEYANCING

Your Reference:	2622
Certificate No:	79780912
Issue Date:	05 SEP 2024

Land Address: 34 EASEY ROAD BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
2347	617320	12095	291

Vendor: SHERISE SCICLUNA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 79780912

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY




Billers Code: 416073
Ref: 79780912

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79780912

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

DATED

2024

SHERISE SCICLUNA

VENDOR STATEMENT

Property: 34 Easey Road, Beveridge VIC 3753

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:LH:2622