Contract of Sale of Land

Property: 41 Domain Drive, Beveridge VIC 3753

PO Box 1125
Craigieburn Vic 3064
Ph: 0488 448 297
Email: info@completehomeconveyancing.com.au
Website: www.completehomeconveyancing.com.au

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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

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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 ...../…..……/2025

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 ...../…..……/2025

Print names(s) of person(s) signing: **Val Josephine Wells and Dudley Purvis Wells**

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:

Address:

Email:

Tel: Mob: Ref:

Vendor

Name: Val Josephine Wells and Dudley Purvis Wells

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing

Address: PO Box 1125, Craigieburn Vic 3064

Email: info@completehomeconveyancing.com.au

Mob: 0488 448 297 Ref: LW:2025/1370

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	12058	Folio	558	4036	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: 41 Domain Drive, Beveridge VIC 3753

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature excluding the ADT alarm system.

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*:

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

Instructions: It is recommended that when adding special conditions:

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

Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 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.

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

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 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) In accordance with written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:
- (a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.

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

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

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

14.9 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.

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

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

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
- (c) The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

Special Condition 4 – Building and Pest Inspection

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

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 from the Lender (on the Lender’s letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:

(i) Purchaser name;
(ii) The loan amount requested;
(iii) Date the Purchaser applied for the loan;
(iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
(v) Reason the loan approval was declined.

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

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

S**pecial Condition 7 - Whole agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

Special Condition 8 - Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 9 - Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

Special Condition 10 - Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor’s agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

Special Condition 11 - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor’s behalf:
a. In its present condition and state of repair;
b. Subject to all defects latent and patent;
c. Subject to any infestations and dilapidation;
d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

Special Condition 12 - Auction clause

If the property is offered for sale by public auction, 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 (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special Condition 13 – Priority of Conditions

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

Special Condition 14 – Loss and Damages

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

Special Condition 15

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

Special Condition 16

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

Special Condition 17

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

Special Condition 18

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

Special Condition 19

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Purchaser will incur additional costs of $220 Incl GST (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

Special Condition 20 – Chattels

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain them in working condition at or prior to settlement.

Special Condition 21 – Condition of the Walls

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.
The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

Special Condition 22 – No Land Tax Adjustment

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than $10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

Special Condition 23 – Windfall Gains Tax (WGT)

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021;* and

23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987,* occurring on or after 1st of July 2023.

23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

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SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the Auction refuses to sign the Contract of Sale following the Auction.

8. If a reserve price has been set for the property and the property is passed in below the reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

DATED / /

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.

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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.

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

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(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.

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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;

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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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

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(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

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(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.

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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.

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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.

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GST RESIDENTIAL WITHOLDING NOTIFICATION

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of the property.

To:	The Purchaser
Property:	41 Domain Drive, Beveridge VIC 3753
Vendor:	Val Josephine Wells and Dudley Purvis Wells

The Purchaser **is not** required to make a payment under section 14-250 of the Act in relation to the sale of property.

DATED 13 March 2025

Lee Warren

_____

Complete Home Conveyancing
Conveyancers for the Vendor

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	41 DOMAIN DRIVE, BEVERIDGE VIC 3753

Vendor's name Val Josephine Wells Date 09/06/2025

Vendor's signature

Val Wells

Vendor's name Dudley Purvis Wells Date 12/05/2025

Vendor's signature

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) ☒ Are contained in the attached certificate/s.

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

$0.00	To	

Other particulars (including dates and times of payments):

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.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. 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

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):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

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

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

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

VOLUME 12058 FOLIO 558

Security no : 124122464599J
Produced 01/03/2025 02:04 PM

LAND DESCRIPTION

Lot 4036 on Plan of Subdivision 617320S.
PARENT TITLE Volume 12040 Folio 643
Created by instrument PS617320S Stage 40 08/02/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
VAL JOSEPHINE WELLS
DUDLEY PURVIS WELLS both of 57 GOLF LINKS DRIVE BEVERIDGE VIC 3753
AT754370W 06/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT754371U 06/11/2020
WESTPAC BANKING CORPORATION

COVENANT PS617320S 08/02/2019

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
AT390547J 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: 41 DOMAIN DRIVE BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

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

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 06/11/2020

OWNERS CORPORATIONS

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

DOCUMENT END

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Document Identification	**PS617320S**
Number of Pages (excluding this cover sheet)	**109**
Document Assembled	**01/03/2025 14:04**

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PLAN OF SUBDIVISION

EDITION 66

PS 617320S

LOCATION OF LAND

Council Name: MITCHELL SHIRE COUNCIL

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

VESTING OF ROADS AND/OR RESERVES

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

STAGING:
This is a staged subdivision.

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

NOTATIONS

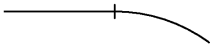
DEPTH LIMITATION DOES NOT APPLY

SURVEY:

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

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

TANGENT POINTS ARE SHOWN THUS:



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

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

EASEMENT INFORMATION

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

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

MANDALAY

MASTERPLAN

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
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

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

ORIGINAL SHEET SIZE: A3
SHEET 1 OF 104

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

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PLAN OF SUBDIVISION

Plan Number
PS 617320S

Easement Information

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

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

CONTINUED ON SHEET 3

MANDALAY

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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 2

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PLAN OF SUBDIVISION

PS 617320S

EASEMENT INFORMATION

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

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

MANDALAY

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LICENSED SURVEYOR: ANDREW J. REAY

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

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SHEET 3

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PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

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

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

KEY SHEET FOR EASEMENTS AND ROADS FOUND ON SHEET 5

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DATE: 01/10/24 REFERENCE: AA0015
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PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

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

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015
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PLAN OF SUBDIVISION

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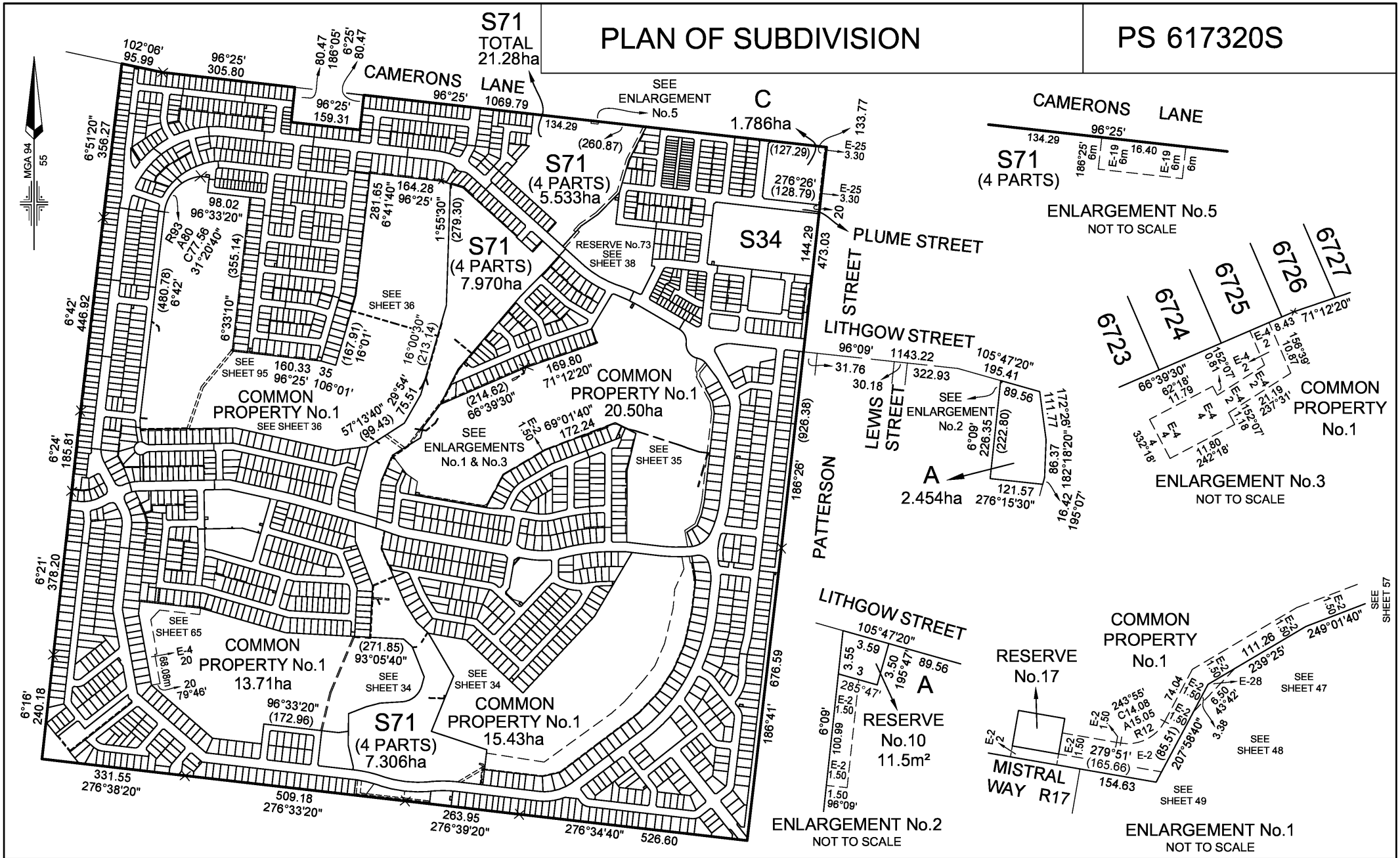

Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA	SCALE 1:8000	0 80 160 240 320 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6

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PLAN OF SUBDIVISION

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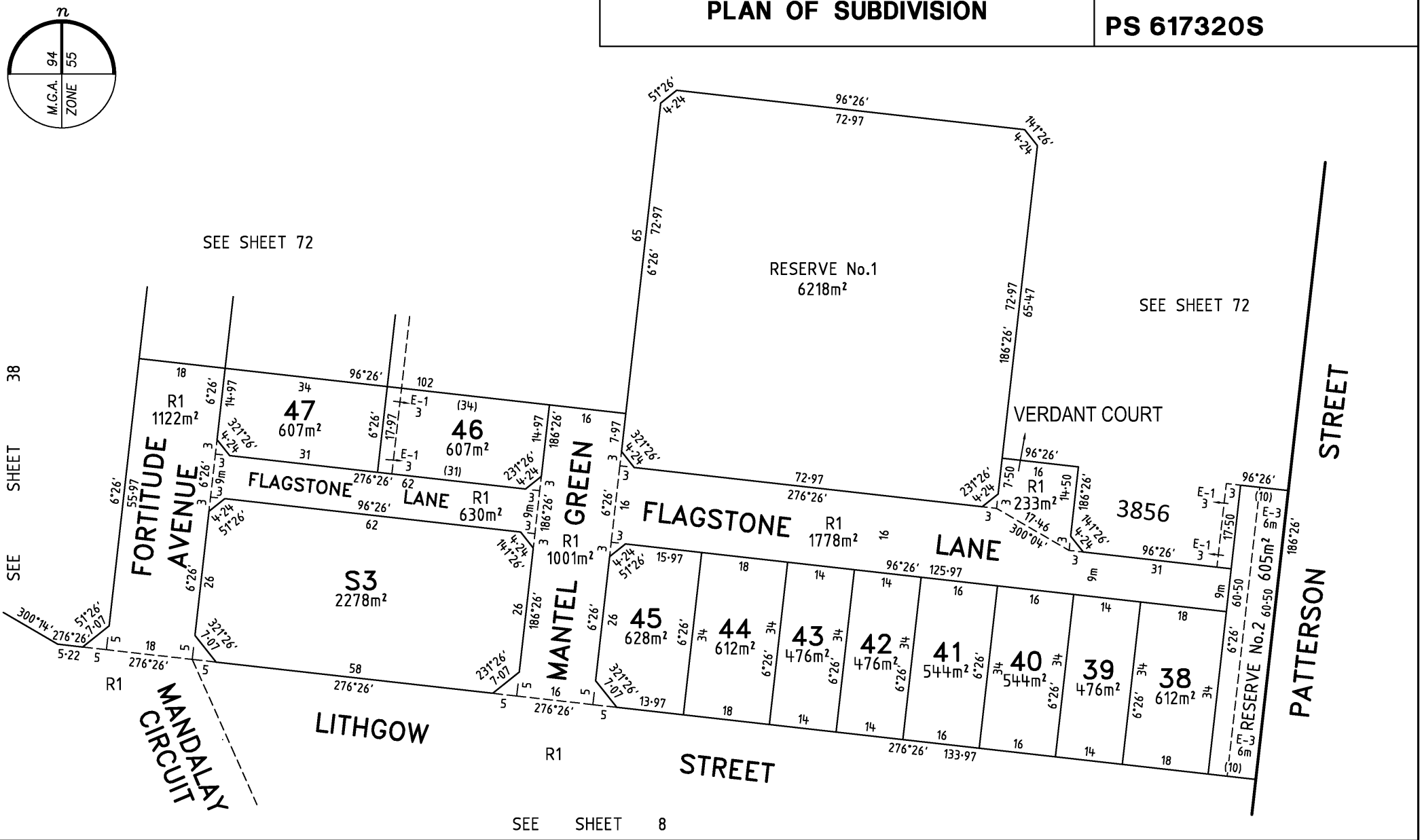

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16 Eastern Road South Melbourne
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SCALE	SHEET SIZE
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REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 7

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PLAN OF SUBDIVISION

Plan Number
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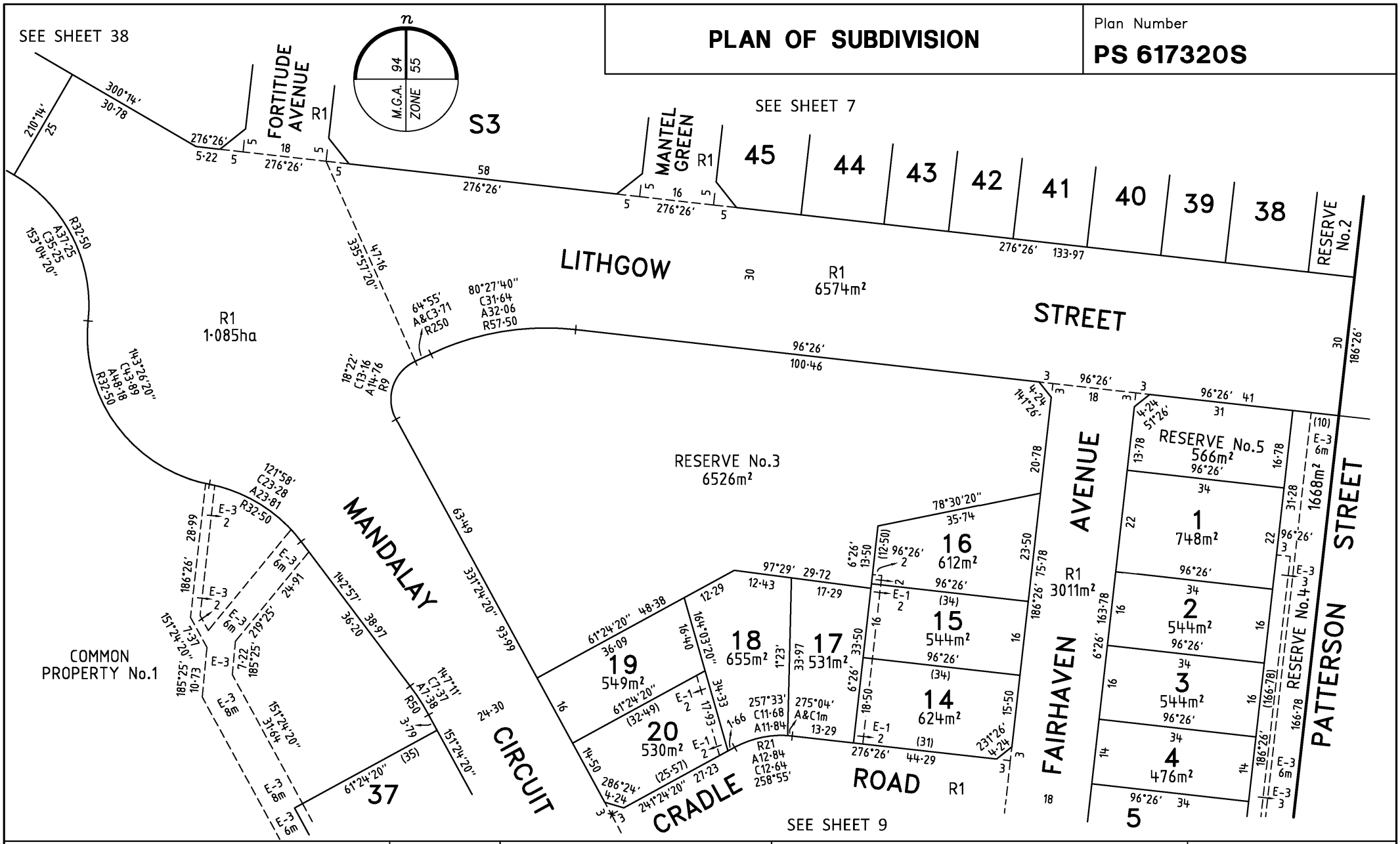

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ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 8

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PLAN OF SUBDIVISION

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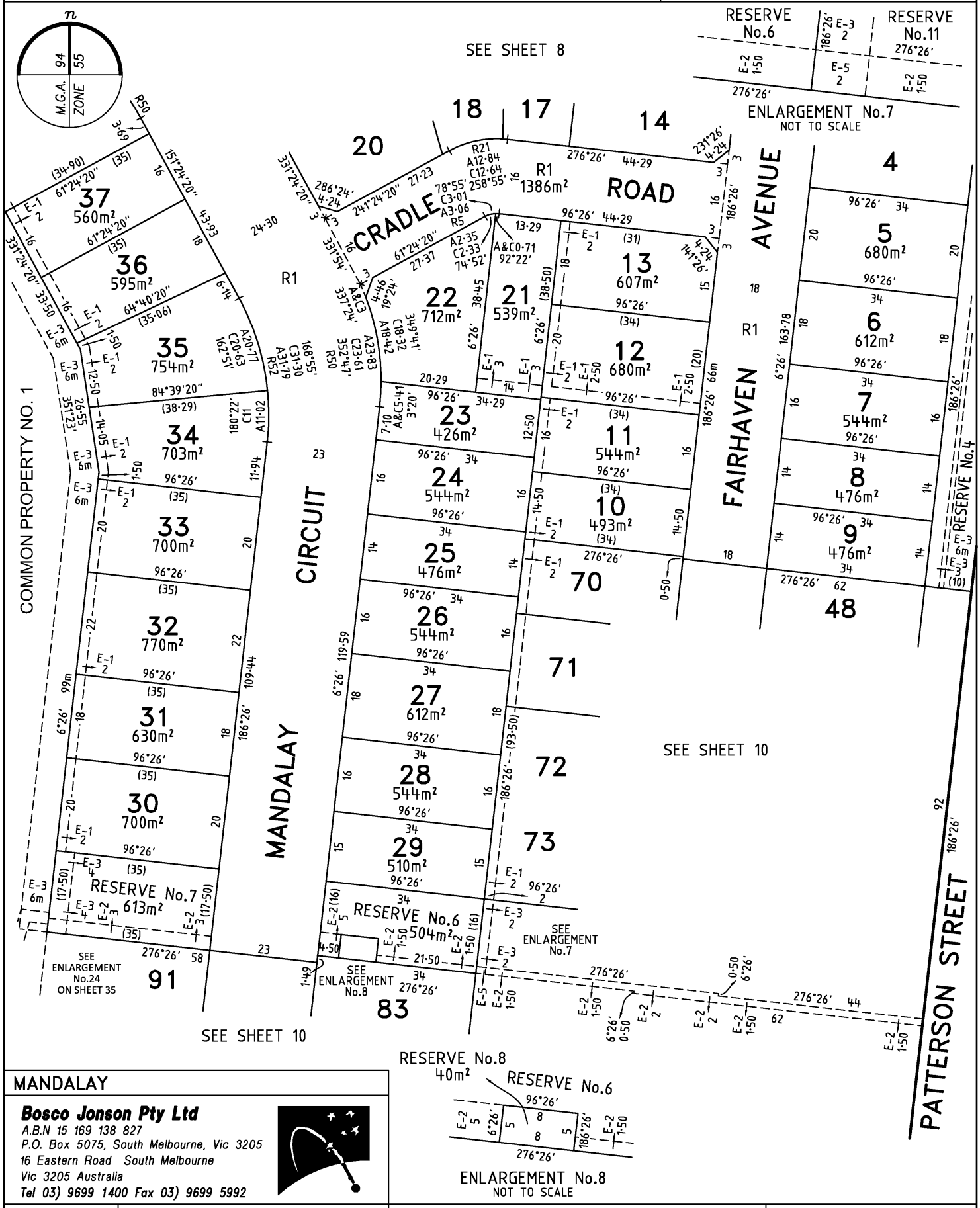

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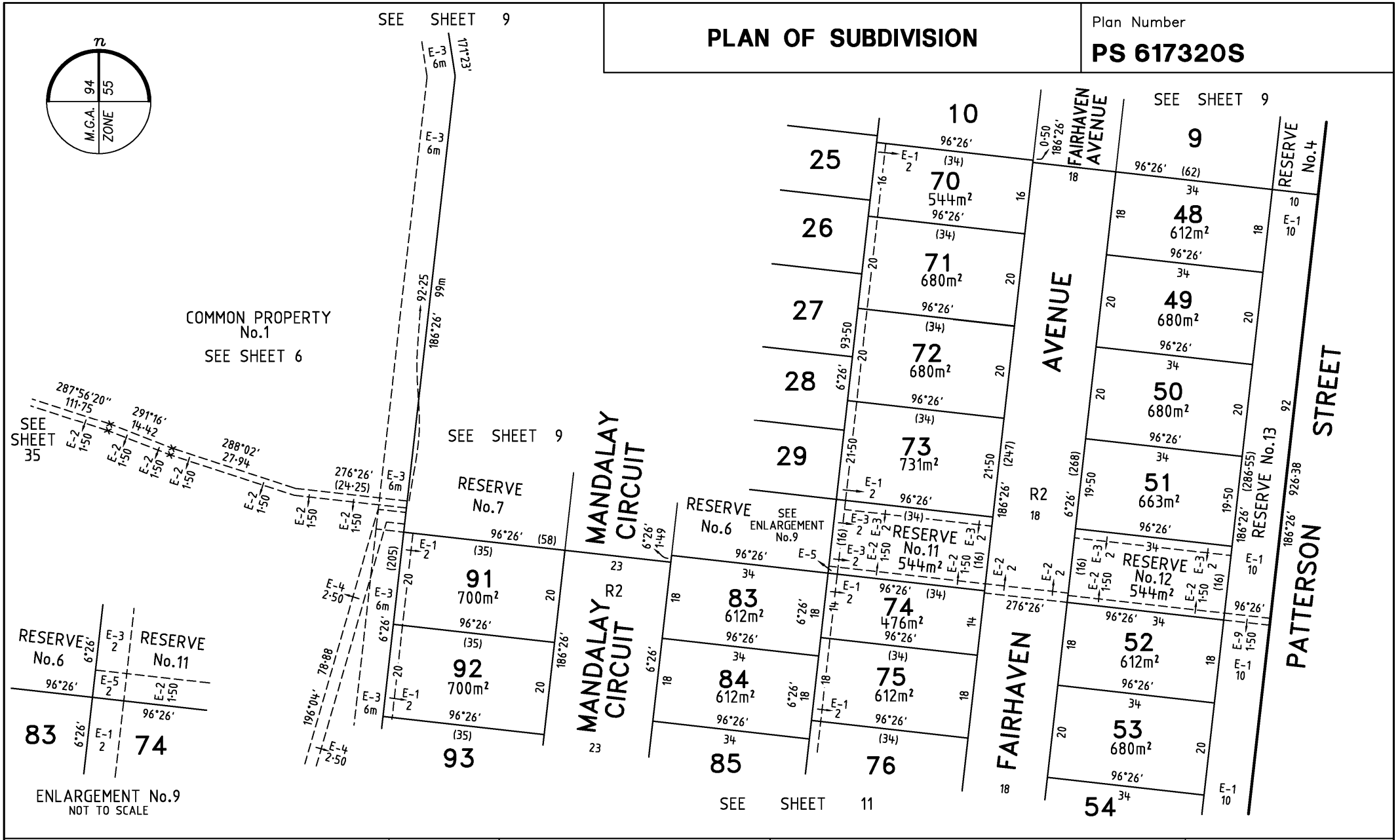
			REF 24610333 DWG 2461035EA	15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

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PLAN OF SUBDIVISION

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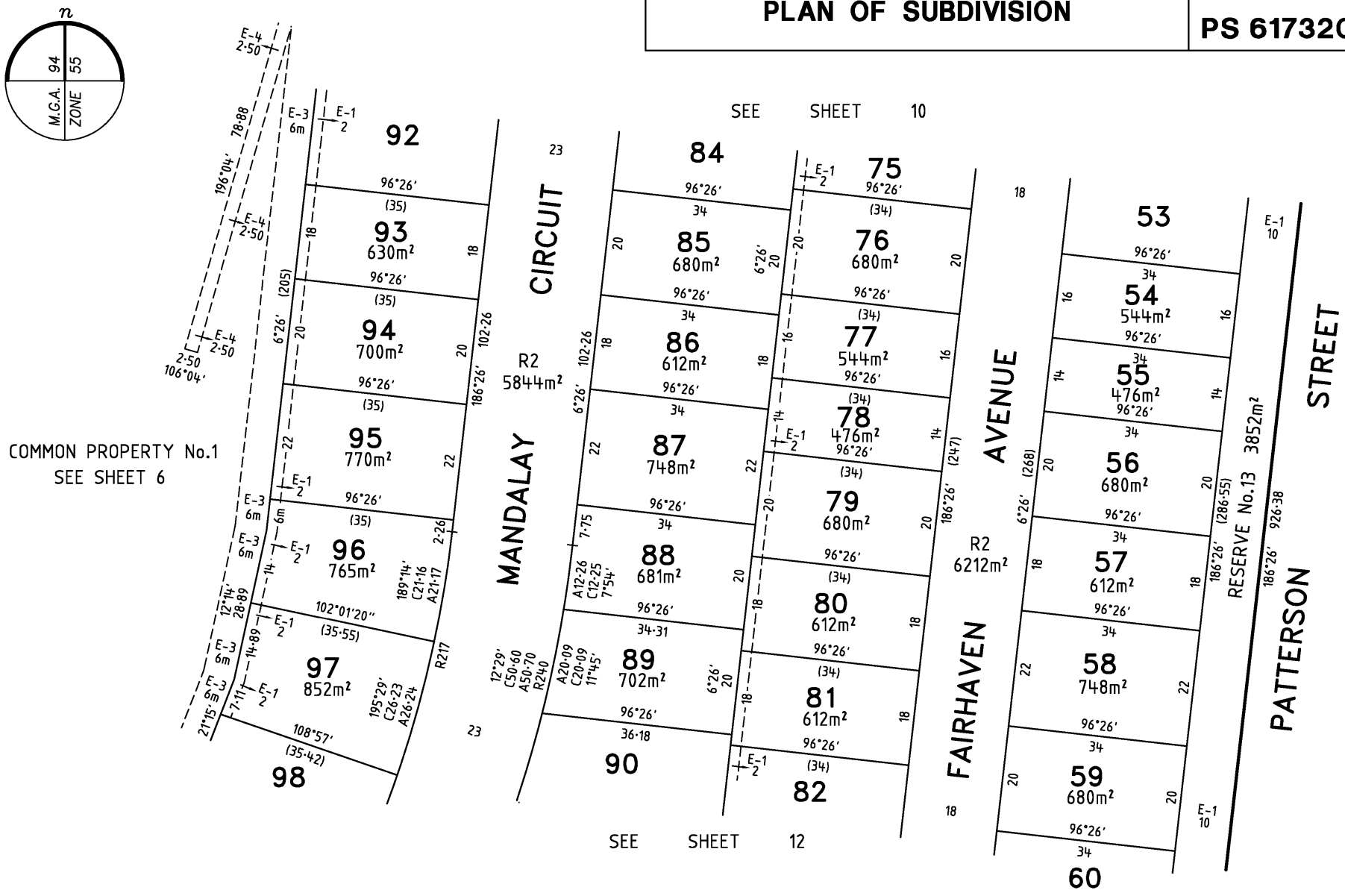
PS 617320S



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PLAN OF SUBDIVISION

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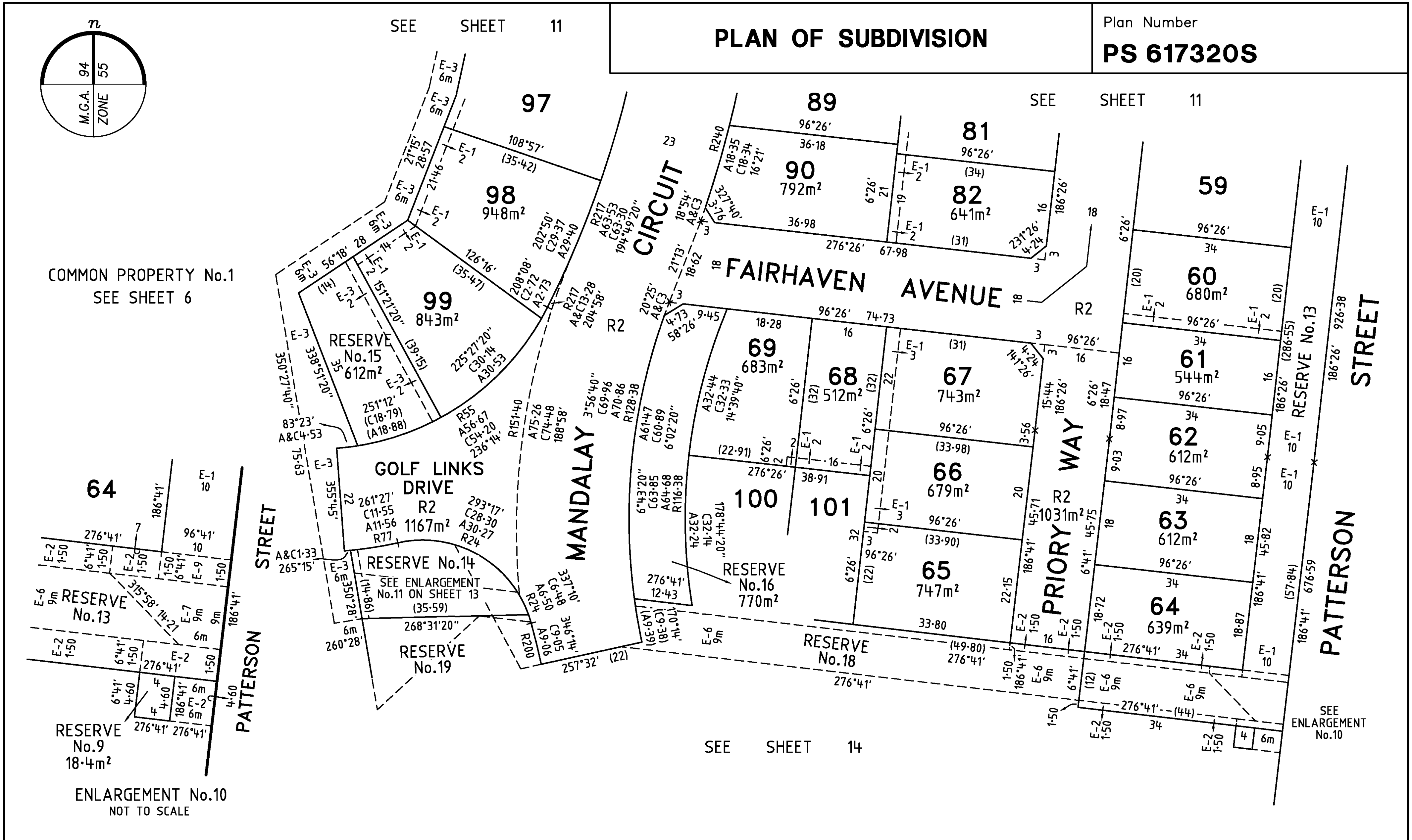
PS 617320S



MANDALAY

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

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
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DWG 2461035EA

Sheet 12

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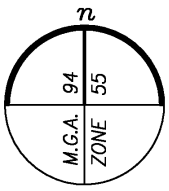
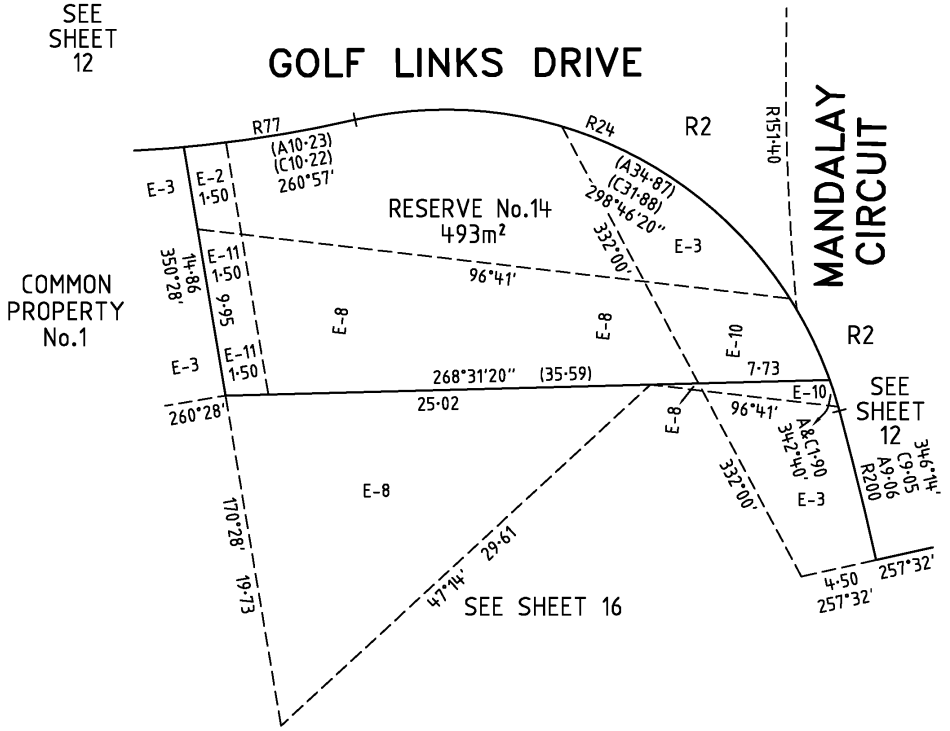
PLAN OF SUBDIVISION

Plan Number
PS 617320S





ENLARGEMENT No.11
NOT TO SCALE

MANDALAY

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A.B.N 15 169 138 827
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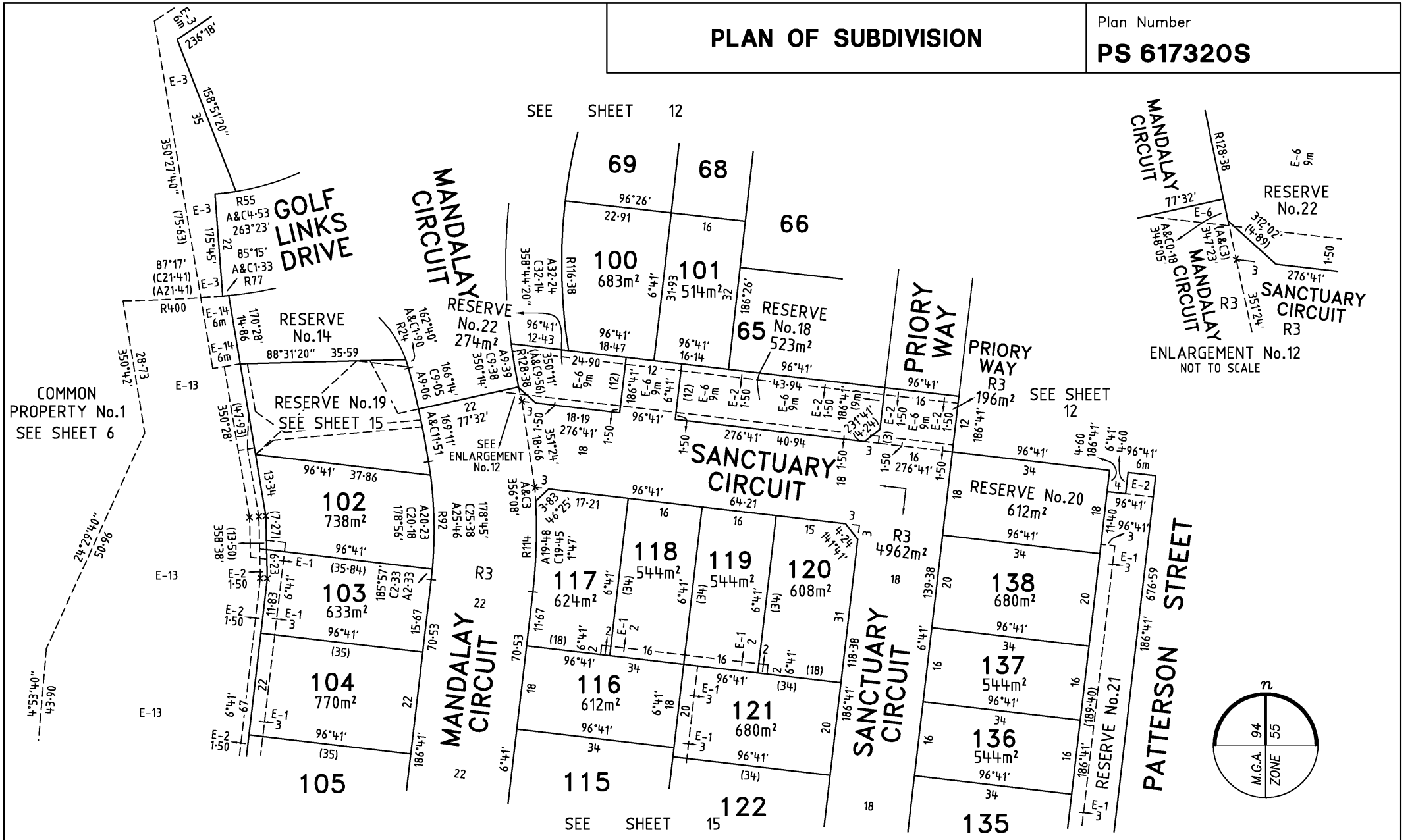
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

PLAN OF SUBDIVISION

Plan Number

PS 617320S



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

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE

7·5 0 15 30

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333

DWG 2461035EA

15/05/18

VERSION A

Sheet 14

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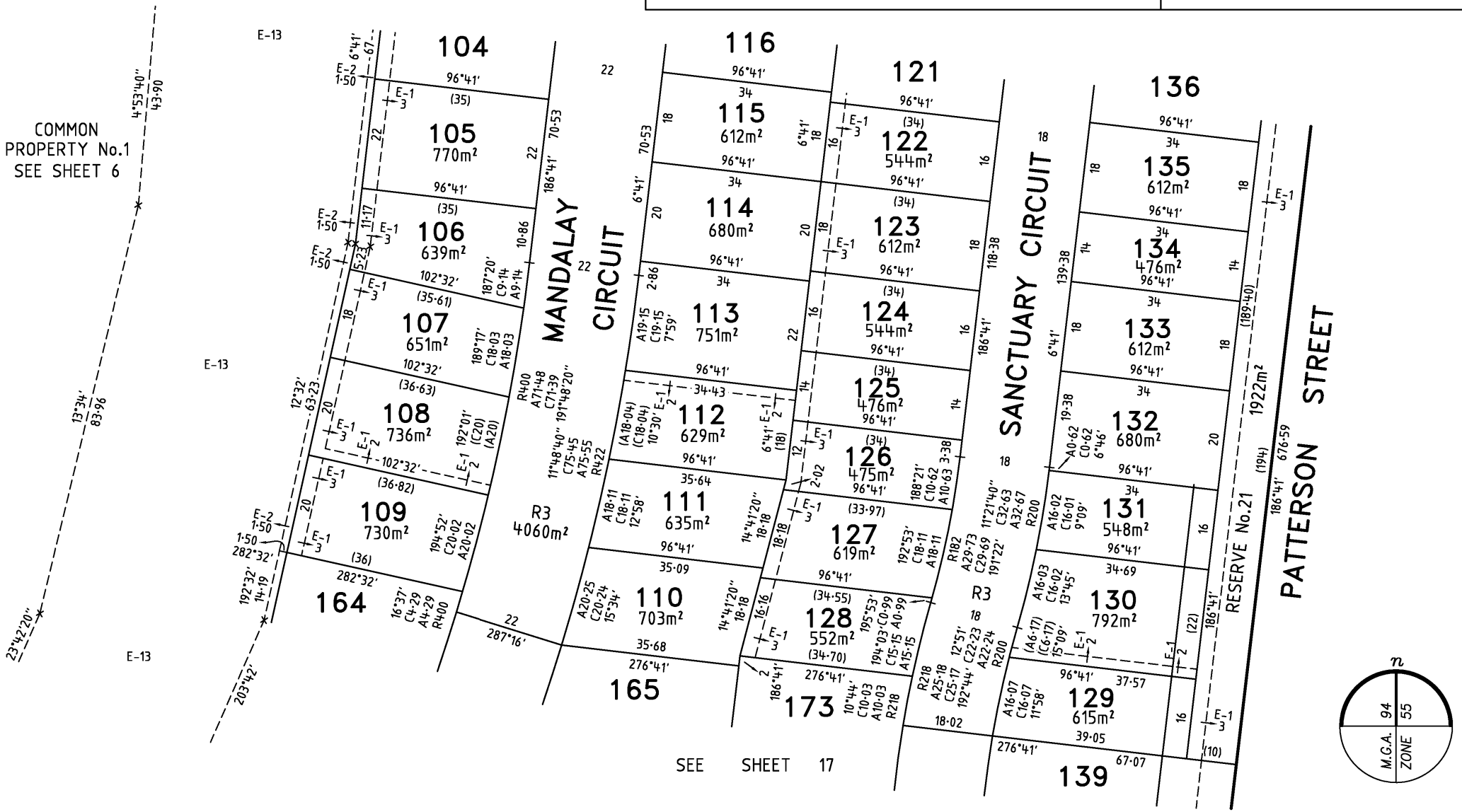
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 15

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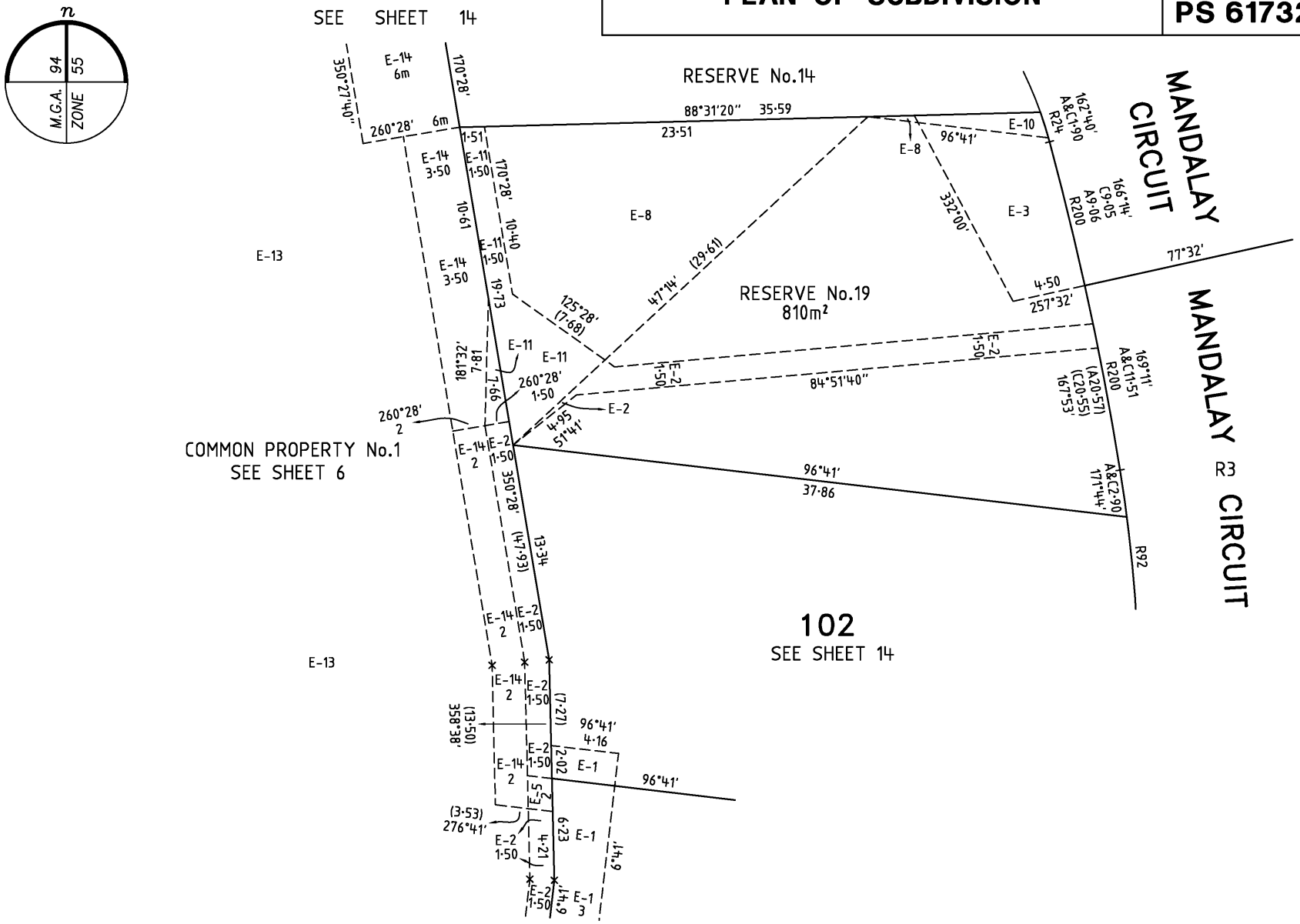
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

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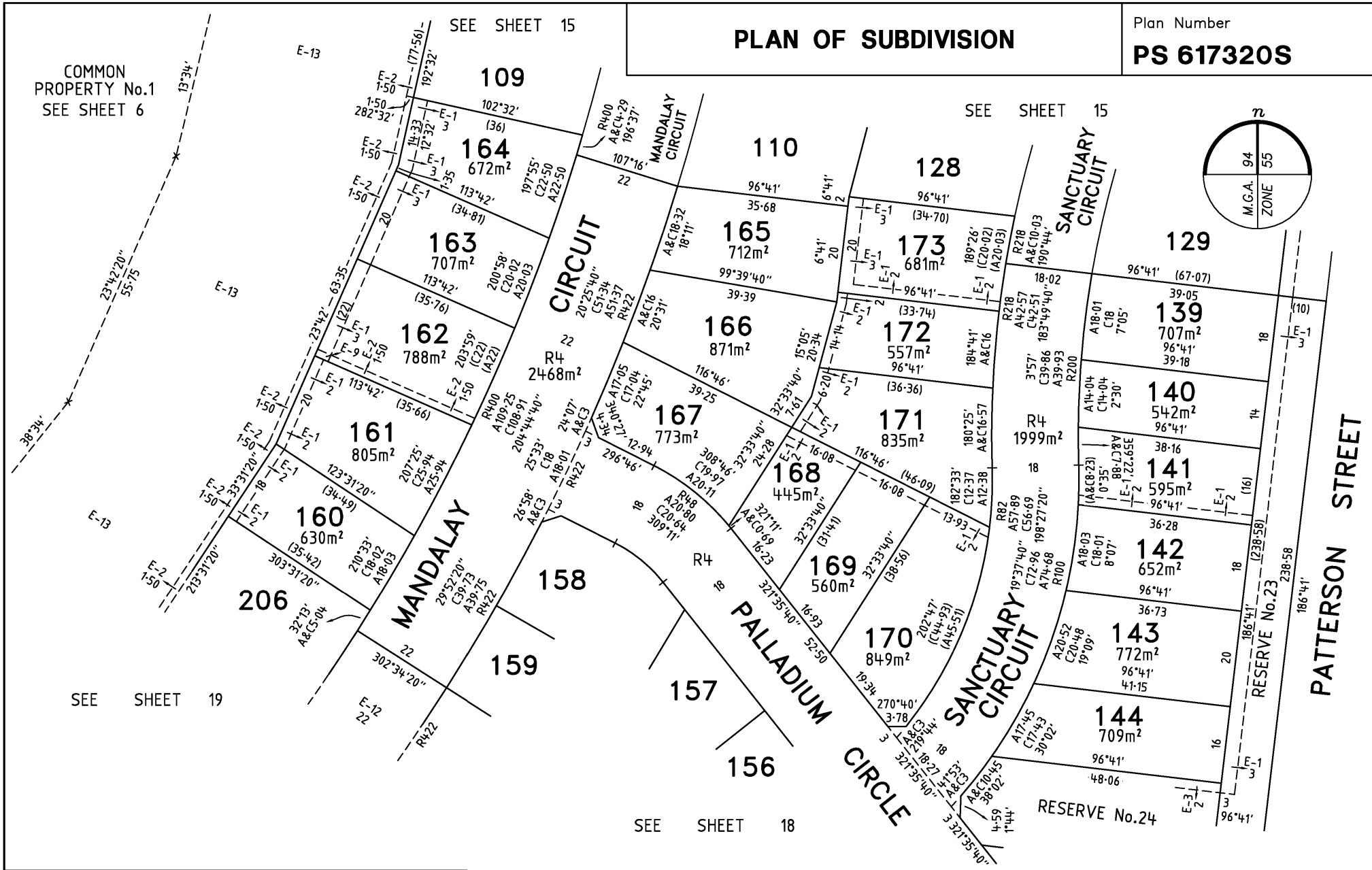
PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	ORIGINAL	SCALE		Sheet 17
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A

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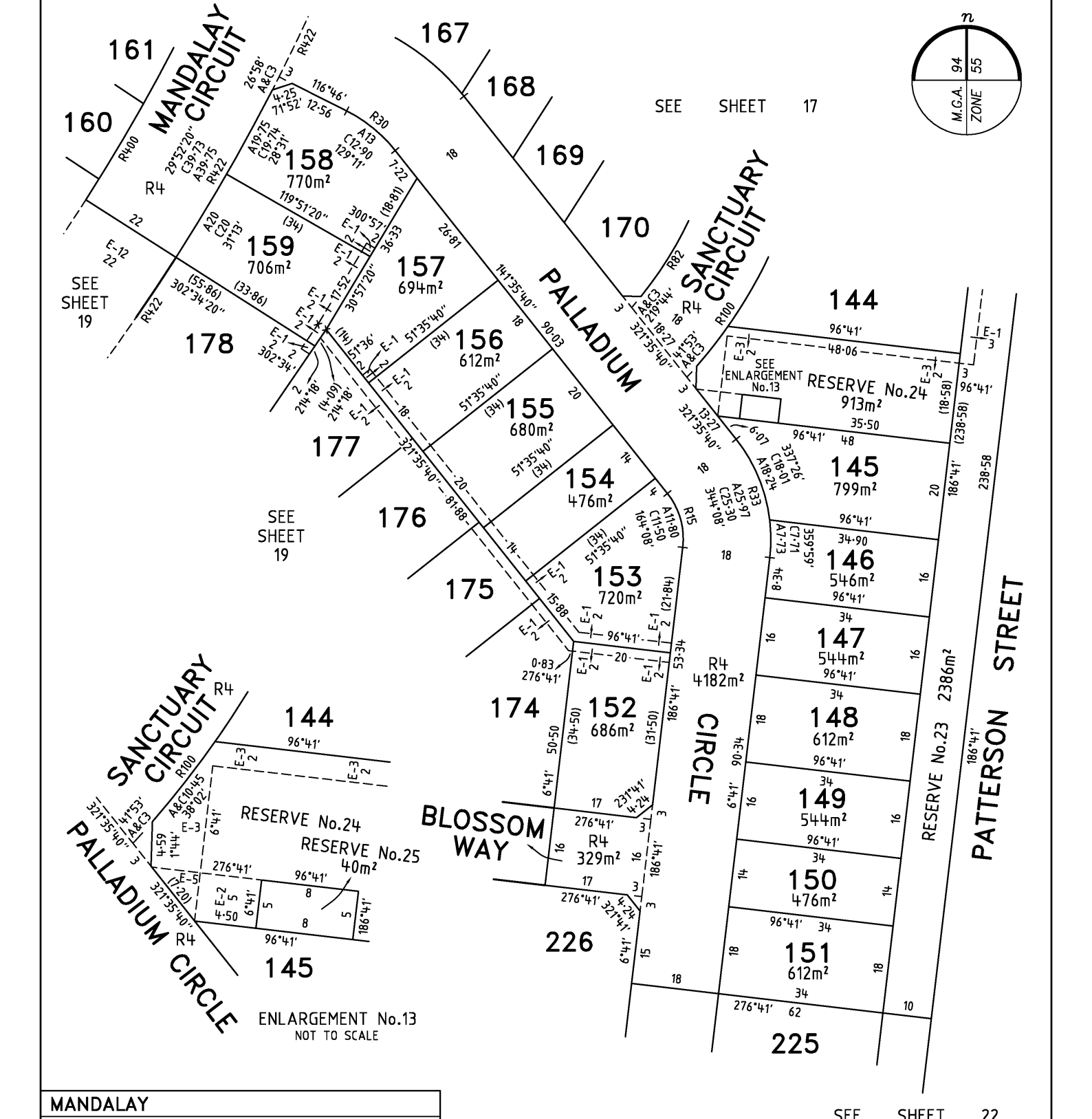
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

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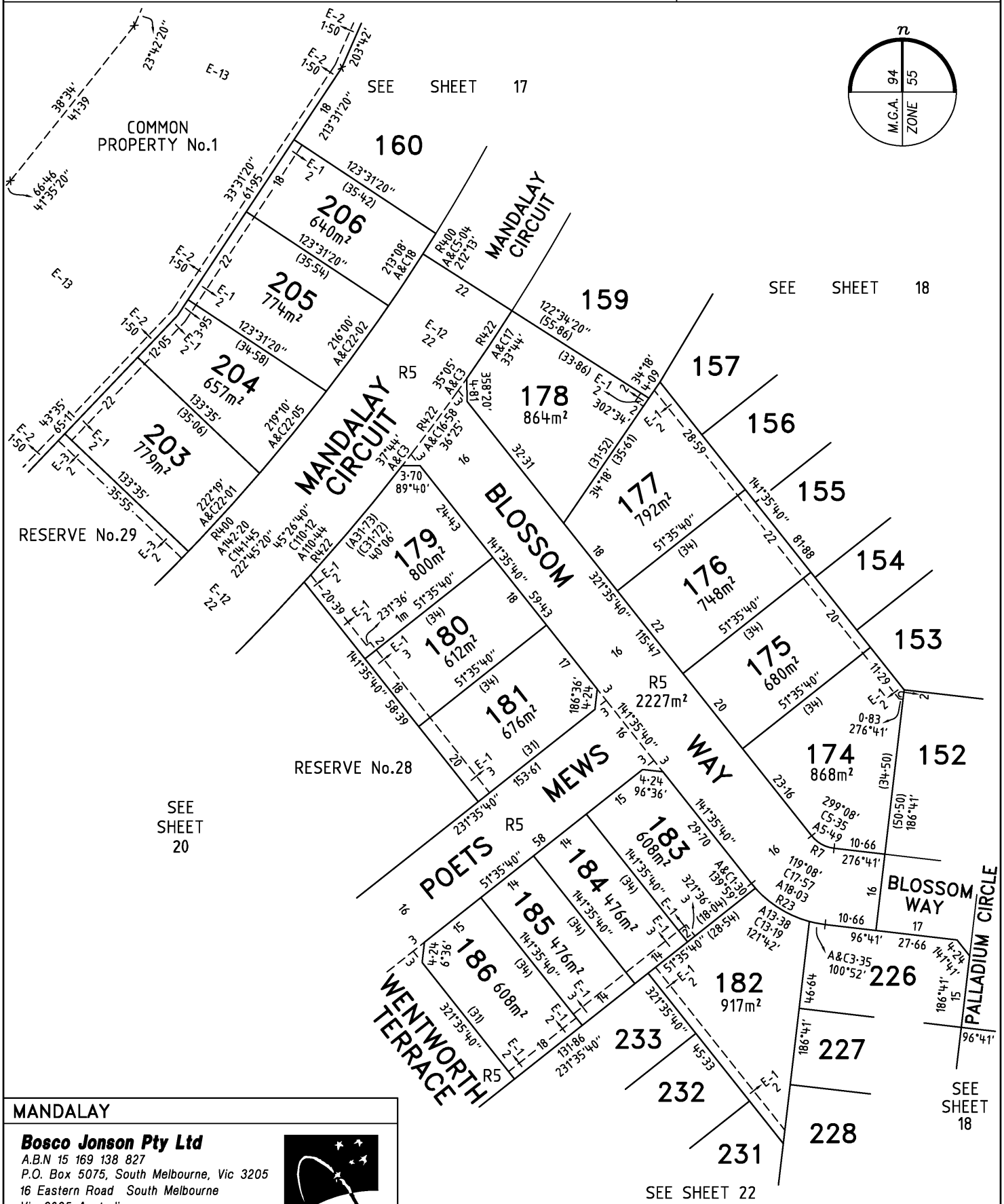
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

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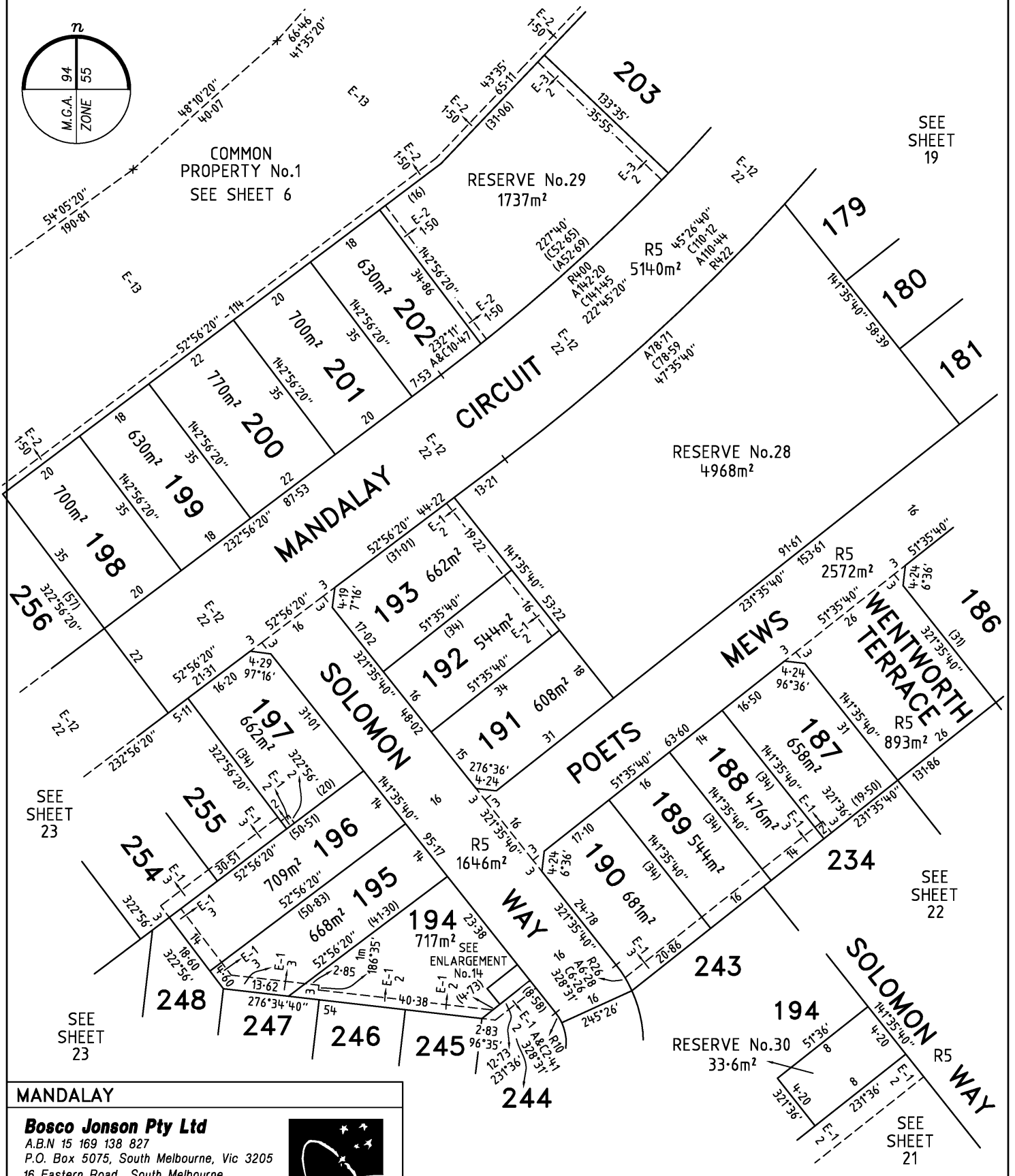
PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No.14
NOT TO SCALE

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ORIGINAL		SCALE		Sheet 20
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			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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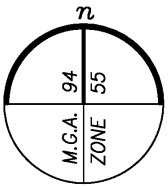
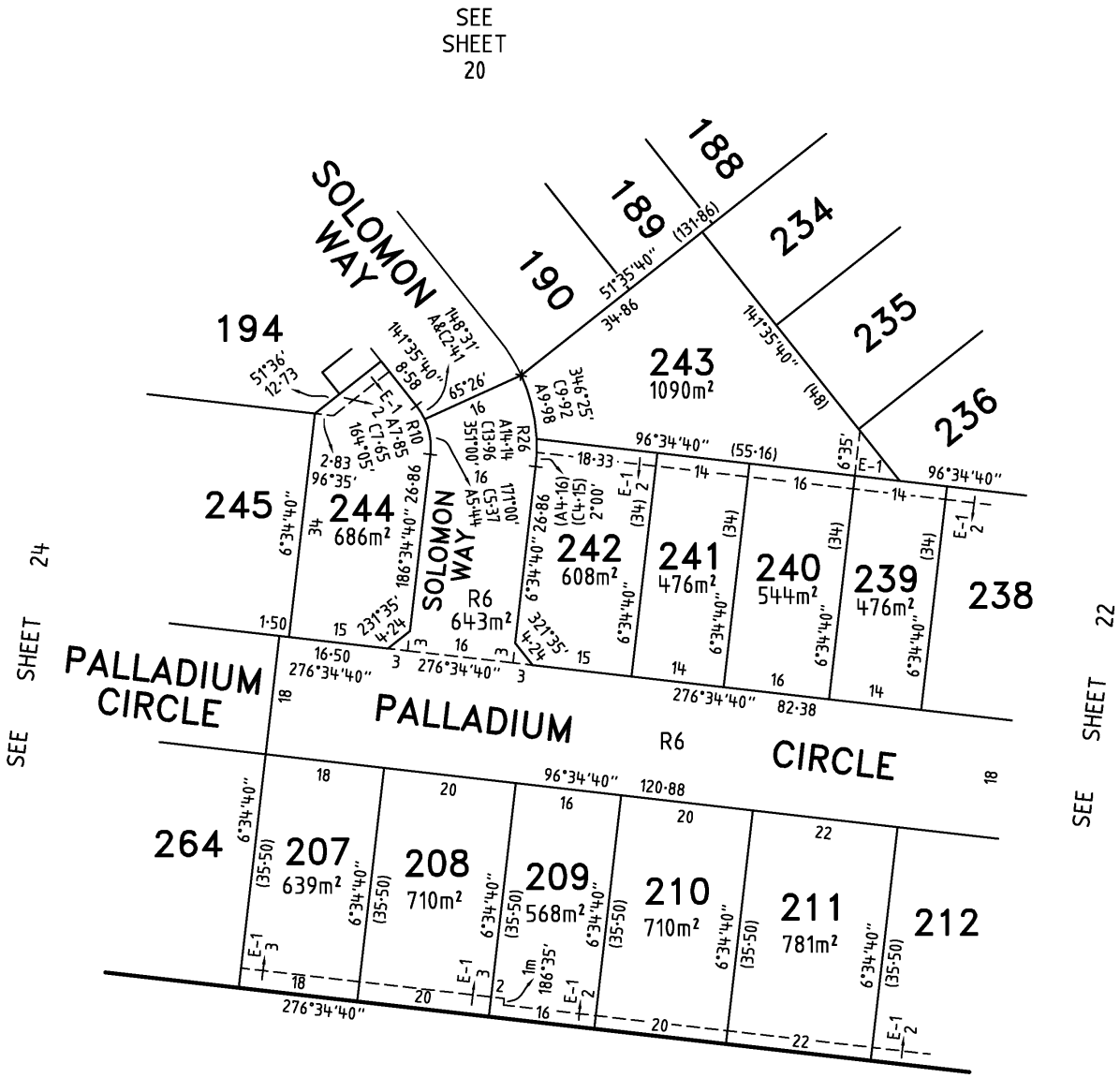
PLAN OF SUBDIVISION

Plan Number
PS 617320S





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ORIGINAL		SCALE		Sheet 21
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
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			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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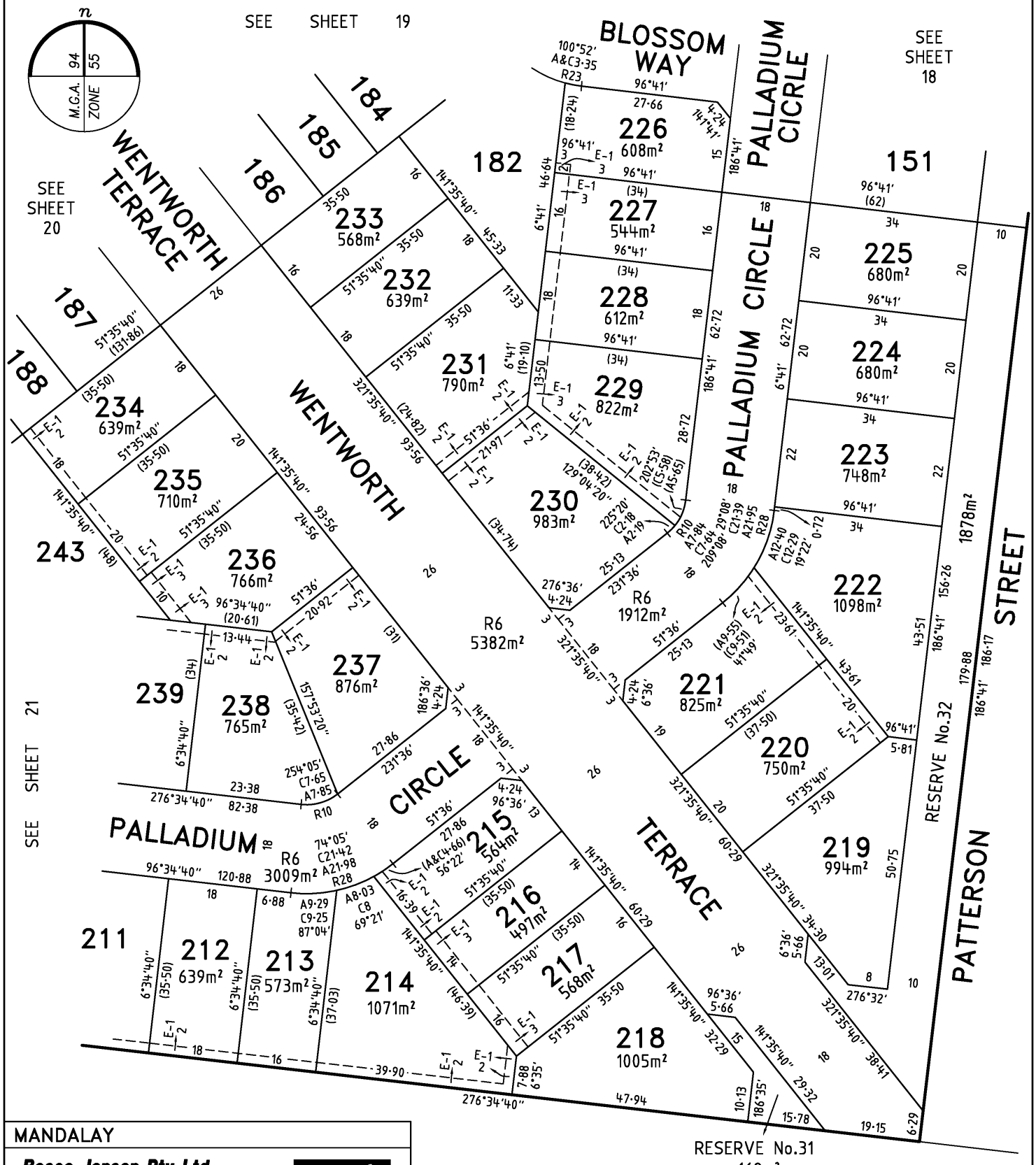
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL		SCALE		Sheet 22
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
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			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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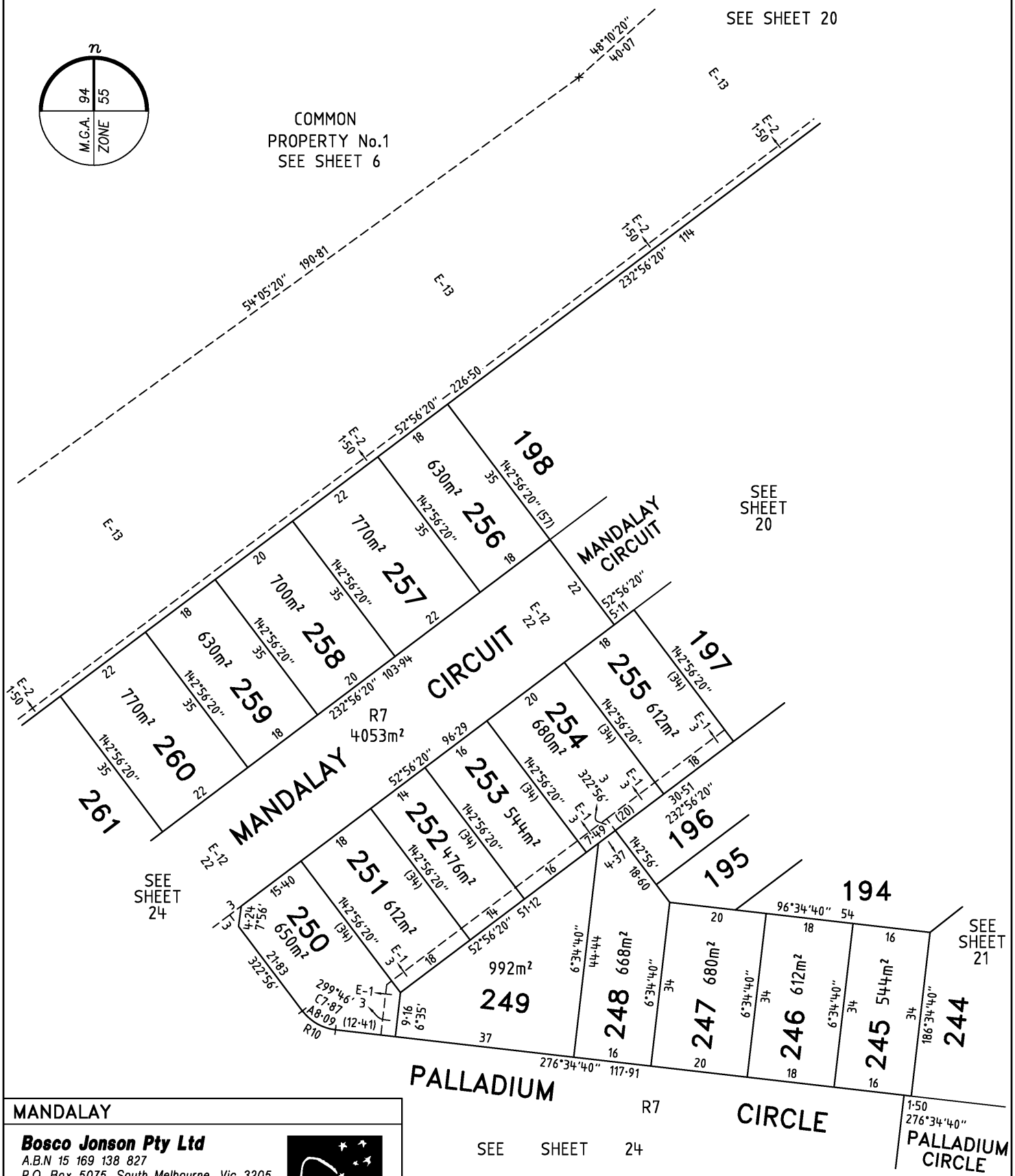
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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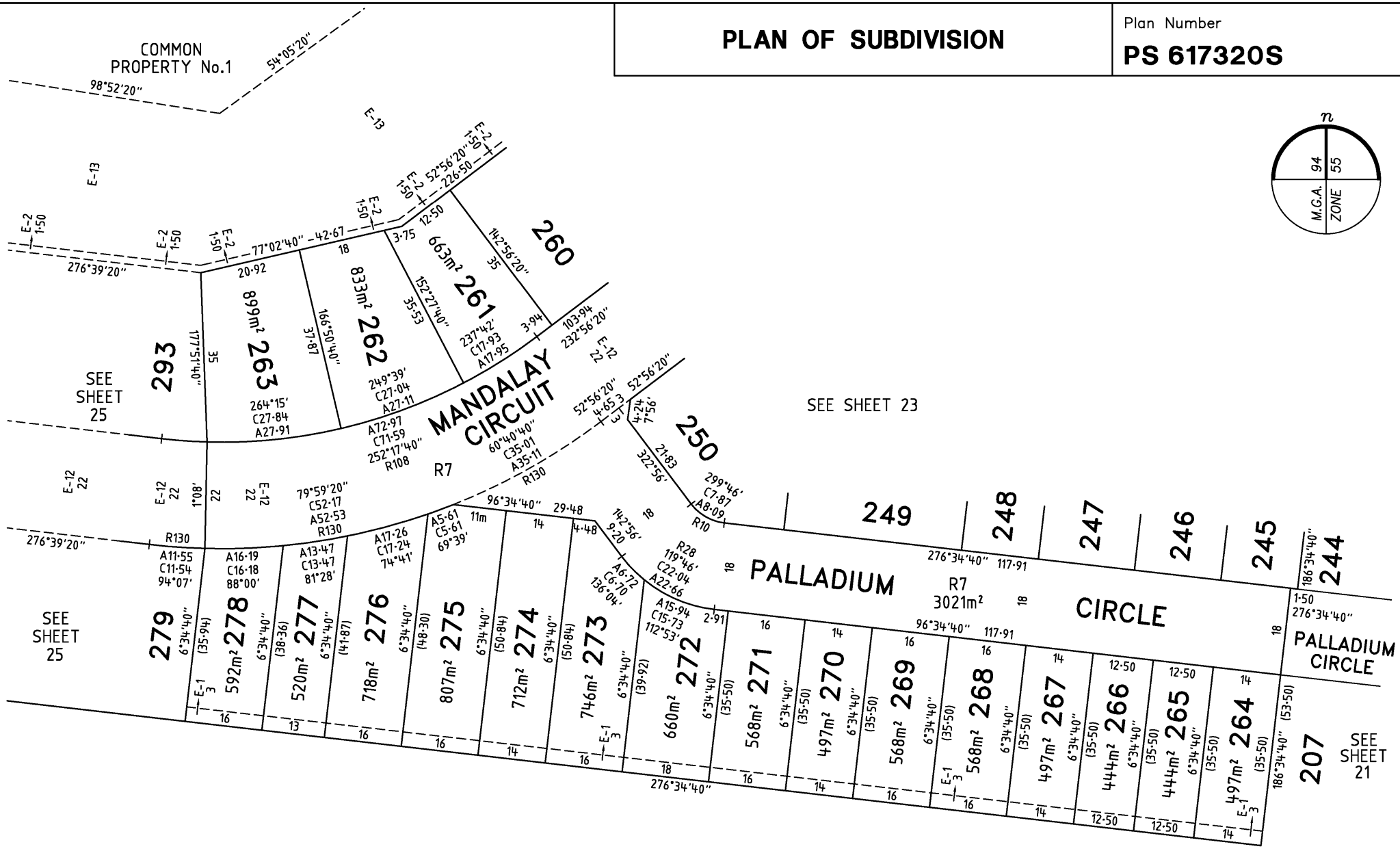
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 24

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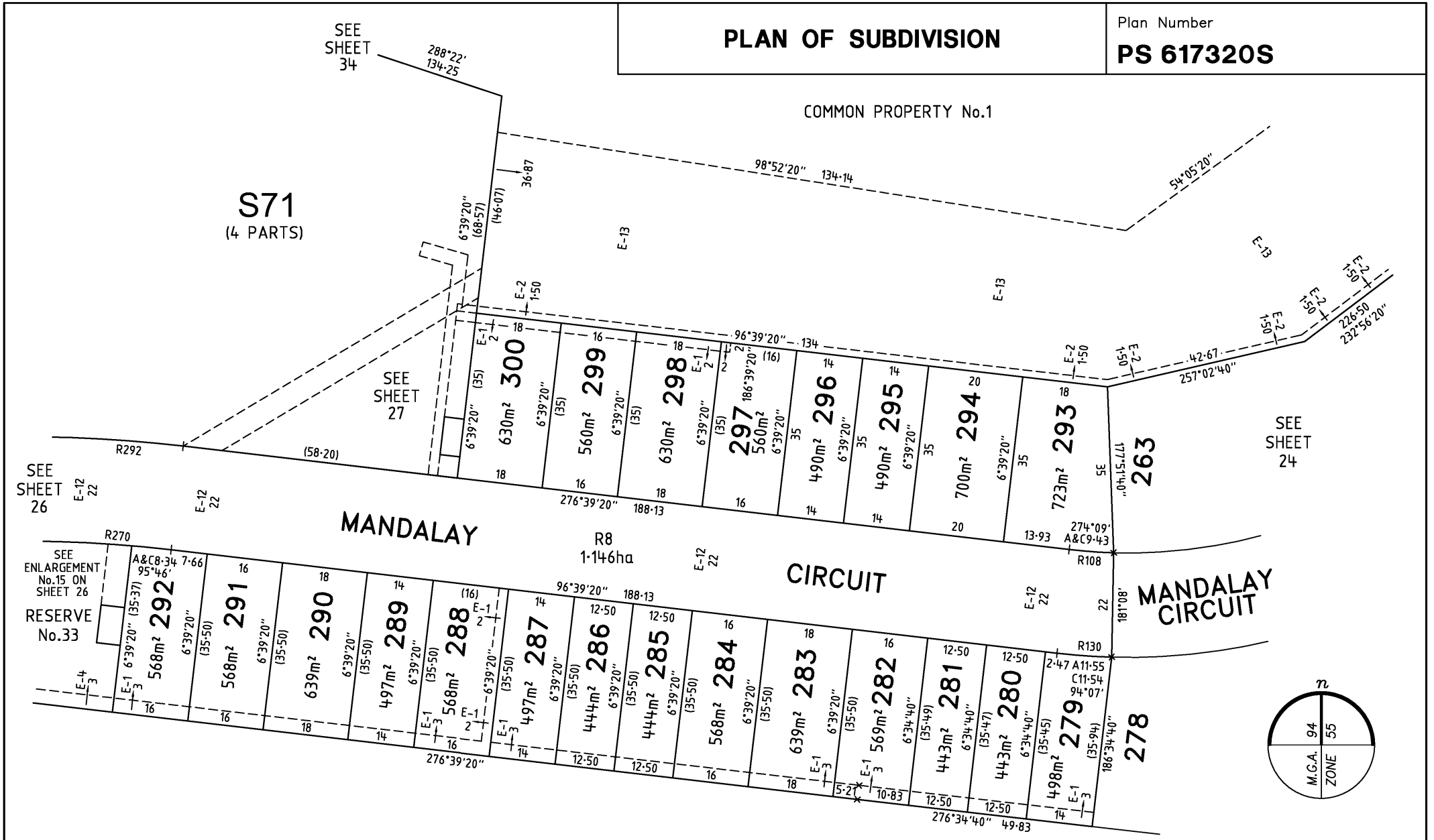
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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Vic 3205 Australia
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ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 25

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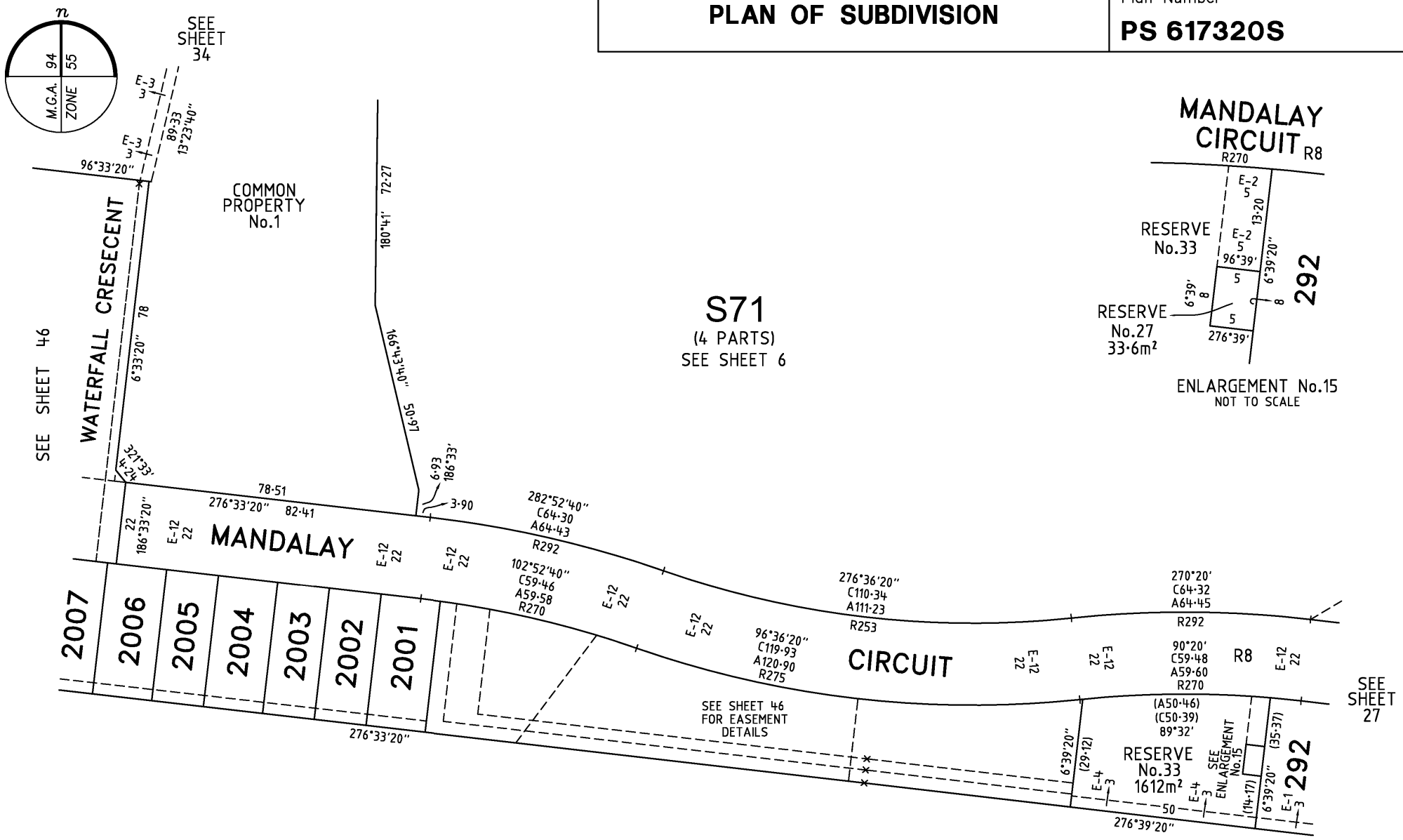
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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Vic 3205 Australia
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ORIGINAL	
SCALE	SHEET SIZE
1:1000	A3

SCALE
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LENGTHS ARE IN METRES

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

Sheet 26

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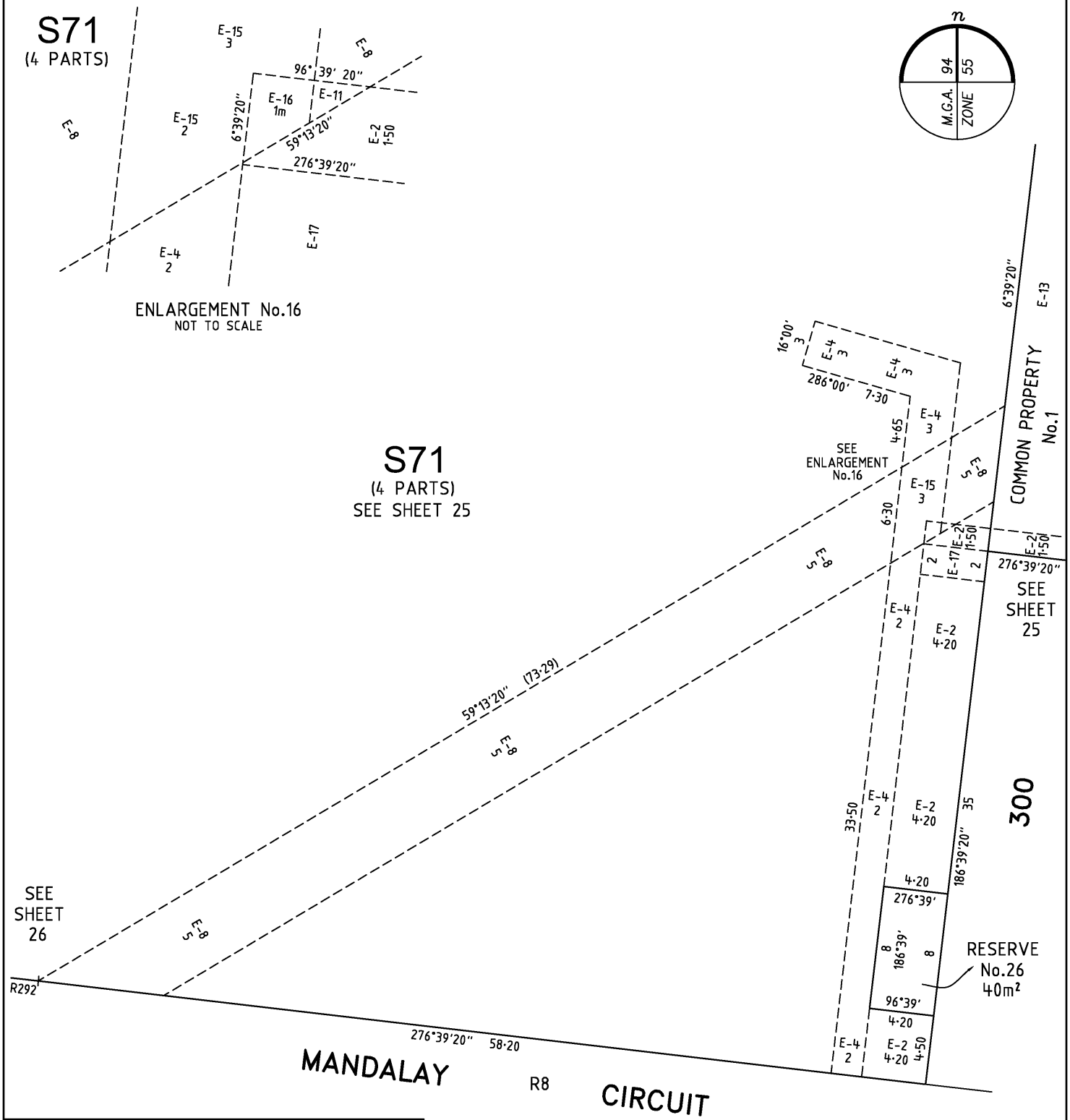
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL		SCALE		Sheet 27
SCALE	SHEET SIZE	2·5 0 5 10	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
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			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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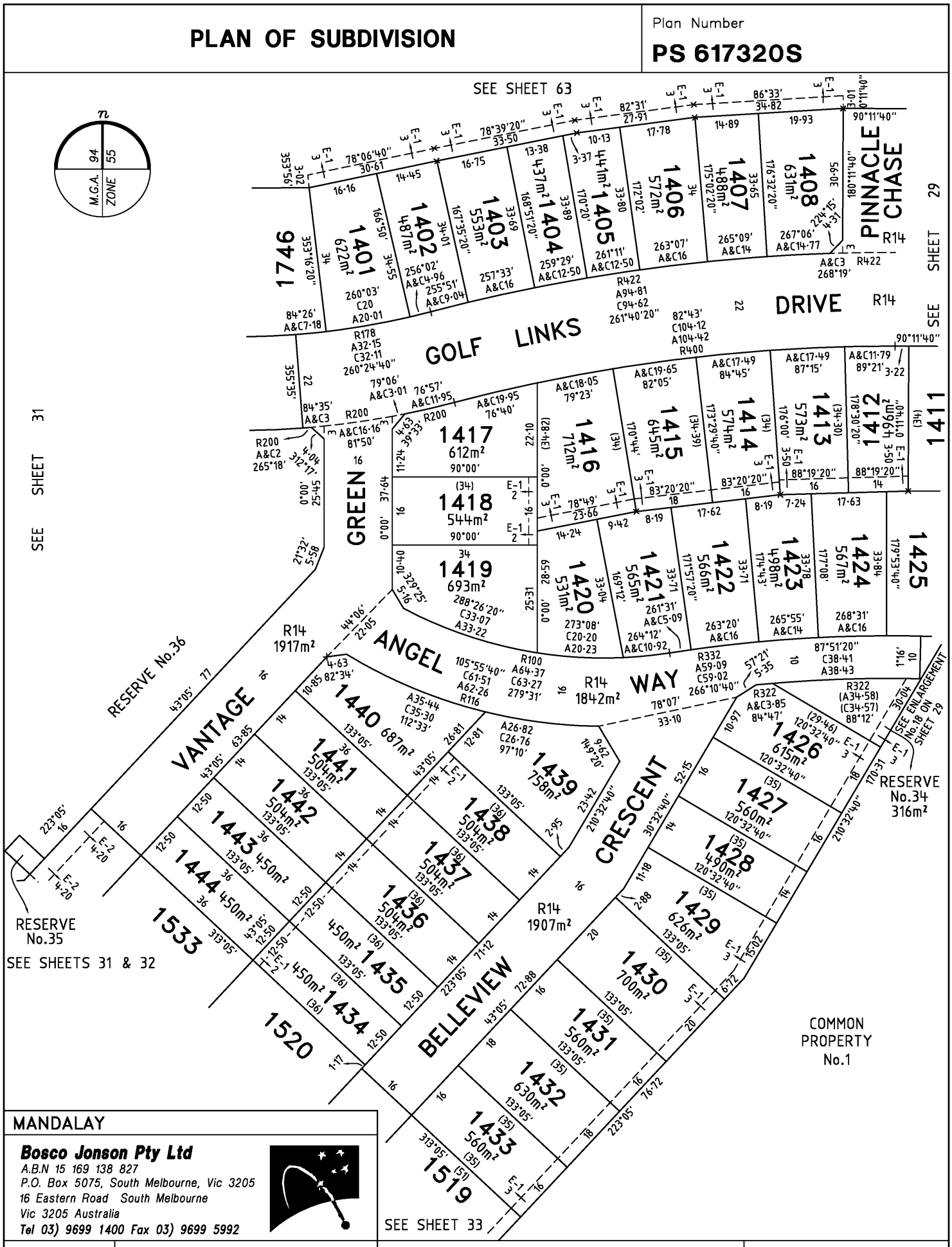
PLAN OF SUBDIVISION

Plan Number

PS 617320S



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ORIGINAL		SCALE		Sheet 28
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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PLAN OF SUBDIVISION

Plan Number
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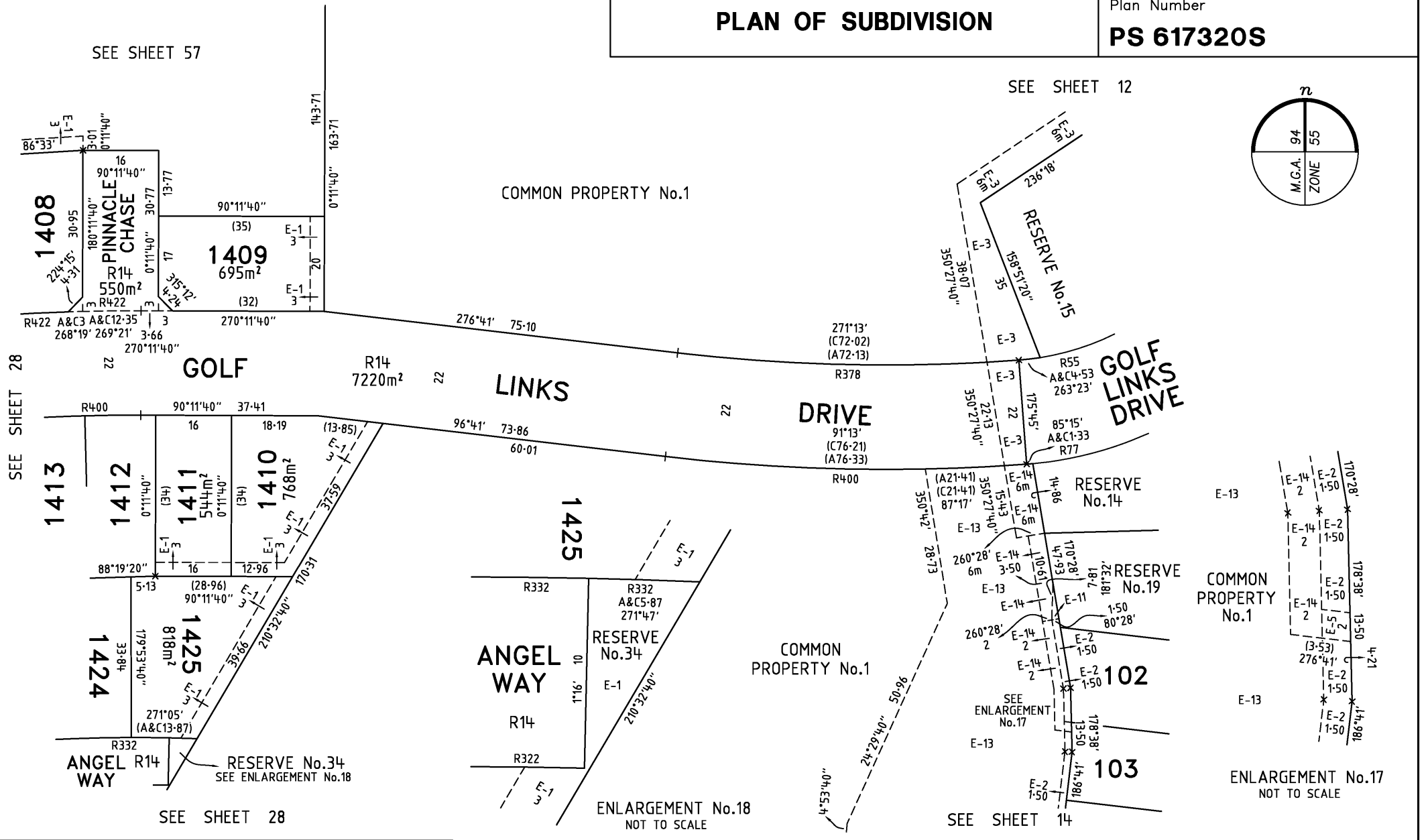

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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR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

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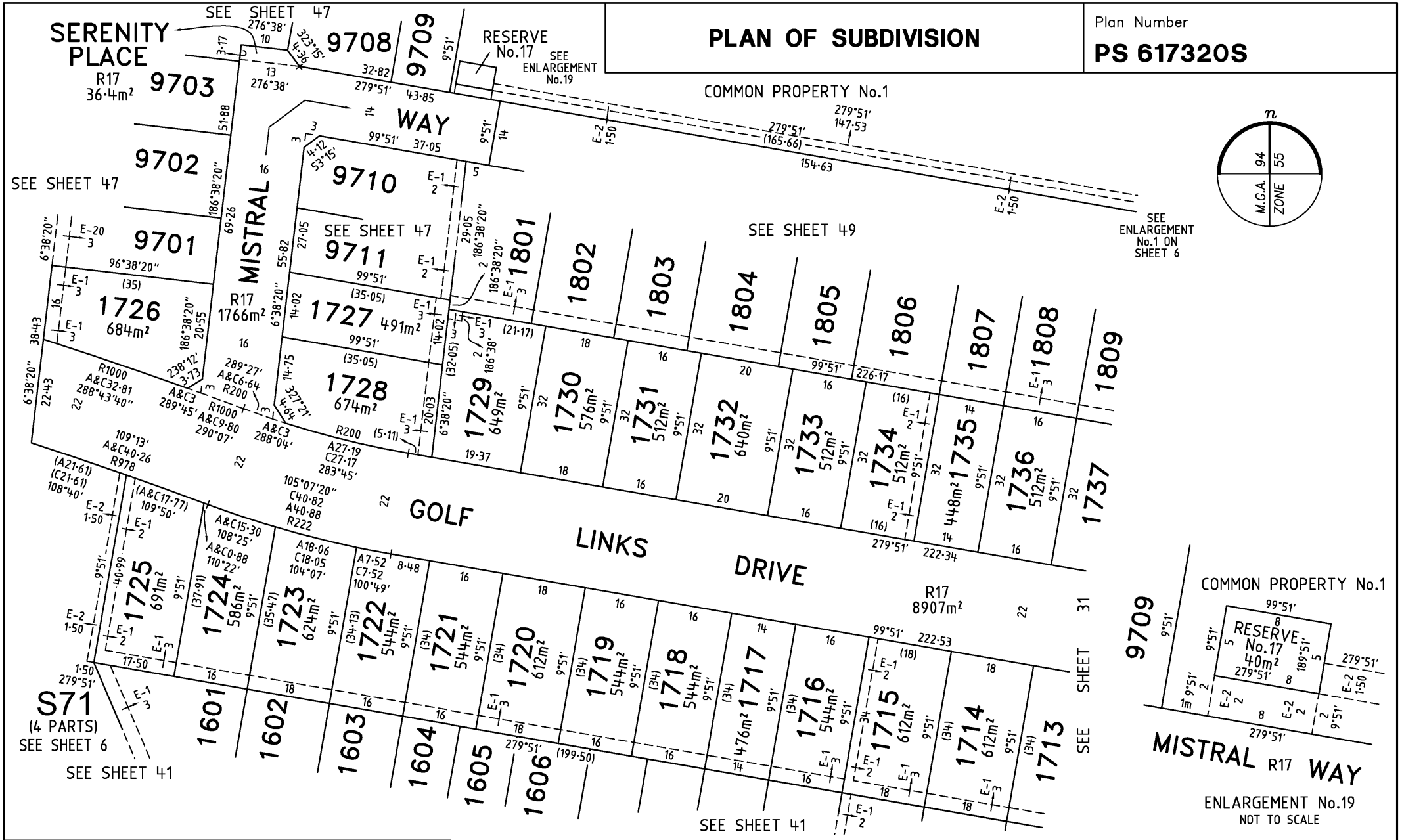
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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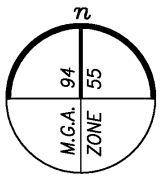
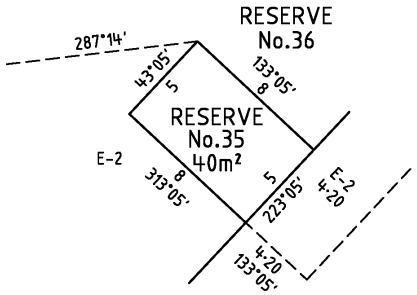
PLAN OF SUBDIVISION

Plan Number

PS 617320S





ENLARGEMENT No.20
NOT TO SCALE

SEE SHEET 49

SEE SHEET 30

SEE SHEET 63

SEE SHEET 28

GOLF LINKS DRIVE

OASIS CRESCENT

GOLF LINKS DRIVE

PACIFIC GRANGE

GREEN

ZENITH

ROAD

VANTAGE

RESERVE No.36
7272m²

RESERVE
No.35
SEE
ENLARGEMENT
No.20

SEE SHEET 41

SEE SHEET 32

SEE SHEET 28

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ORIGINAL		SCALE		Sheet 31
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
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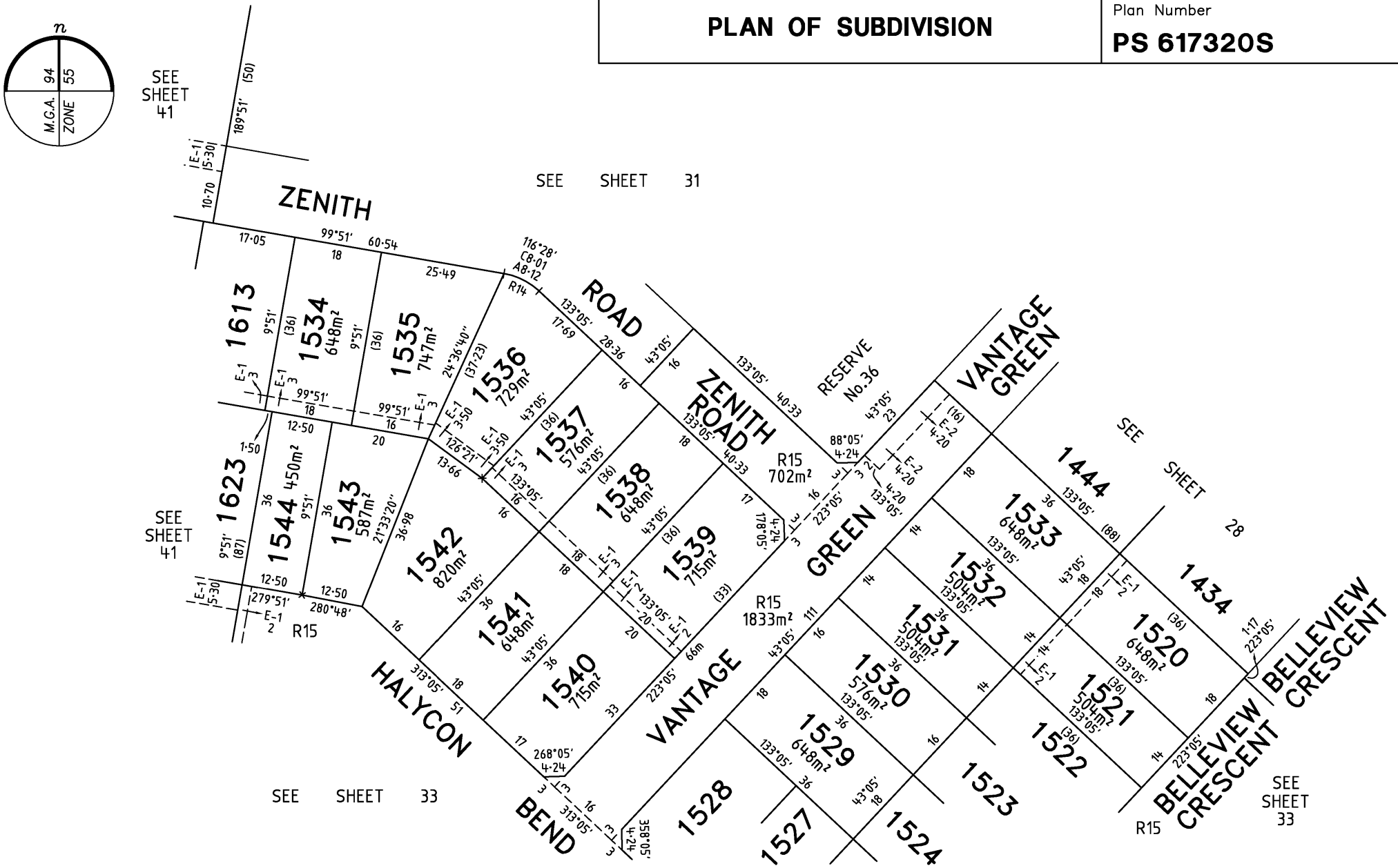
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 32

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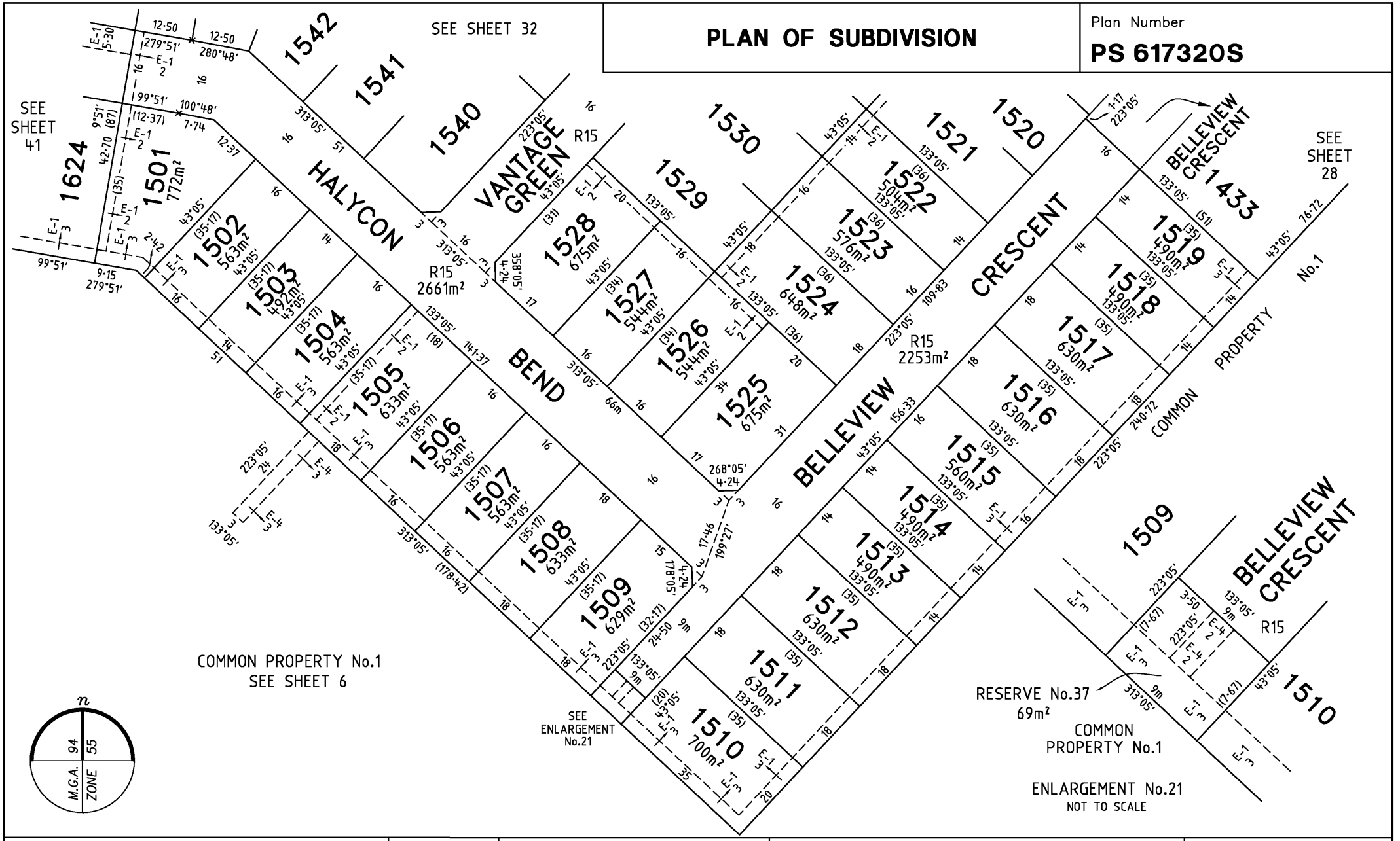
PLAN OF SUBDIVISION

Plan Number
PS 617320S



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Vic 3205 Australia
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ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

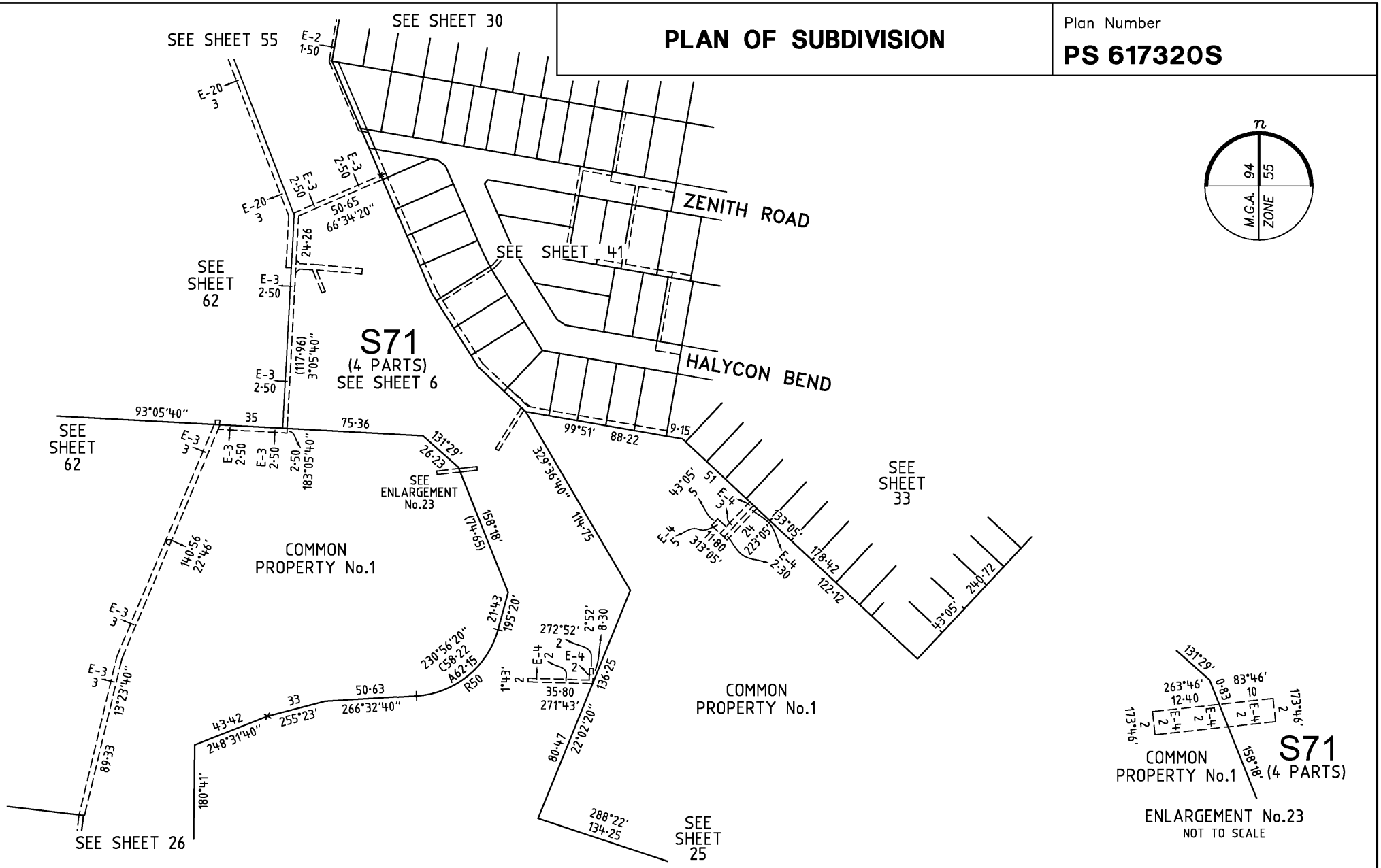
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 33

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 33 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No.23
NOT TO SCALE

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ORIGINAL

SCALE	SHEET SIZE
1:2000	A3

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LENGTHS ARE IN METRES

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

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PLAN OF SUBDIVISION

Plan Number
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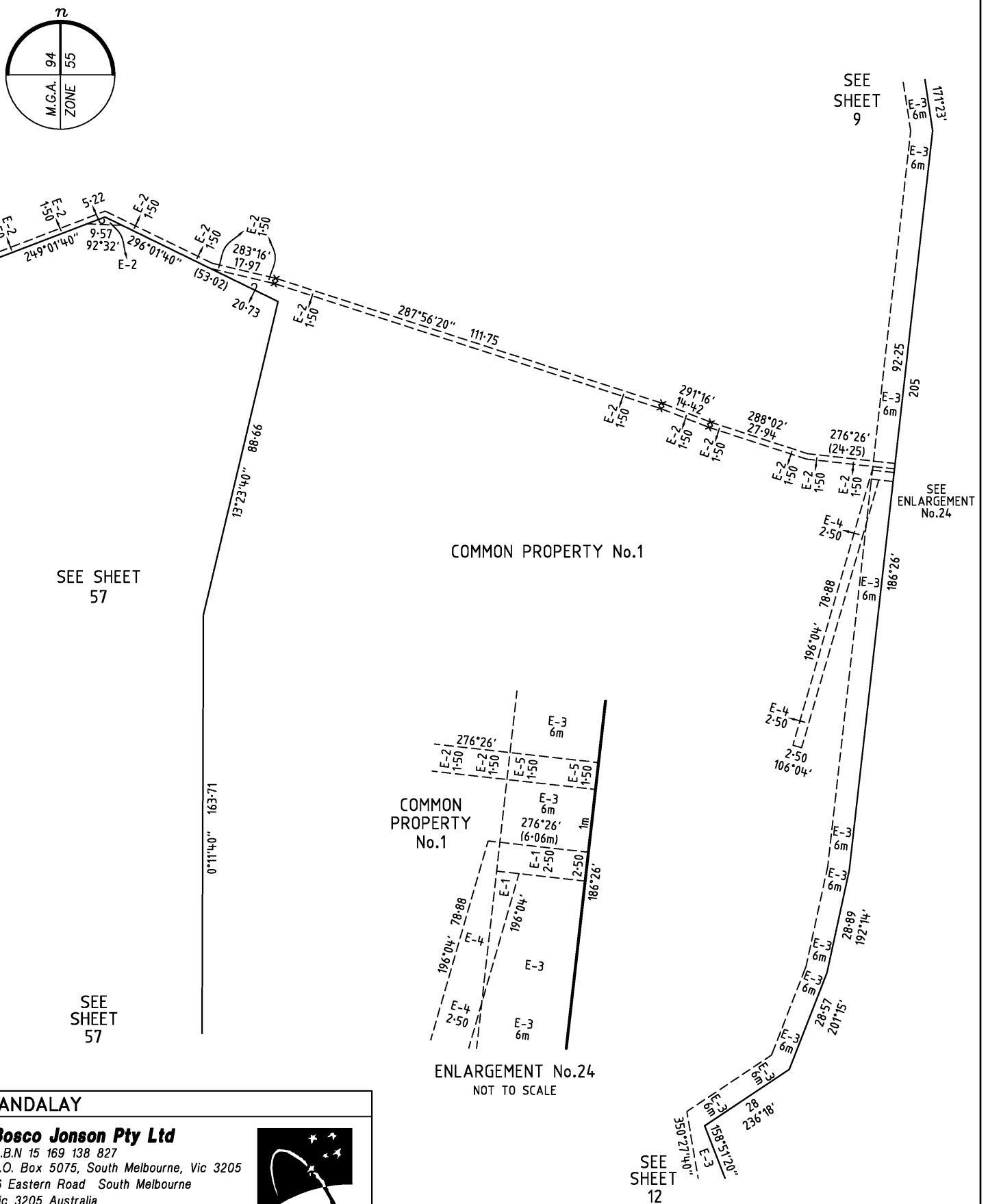

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Vic 3205 Australia
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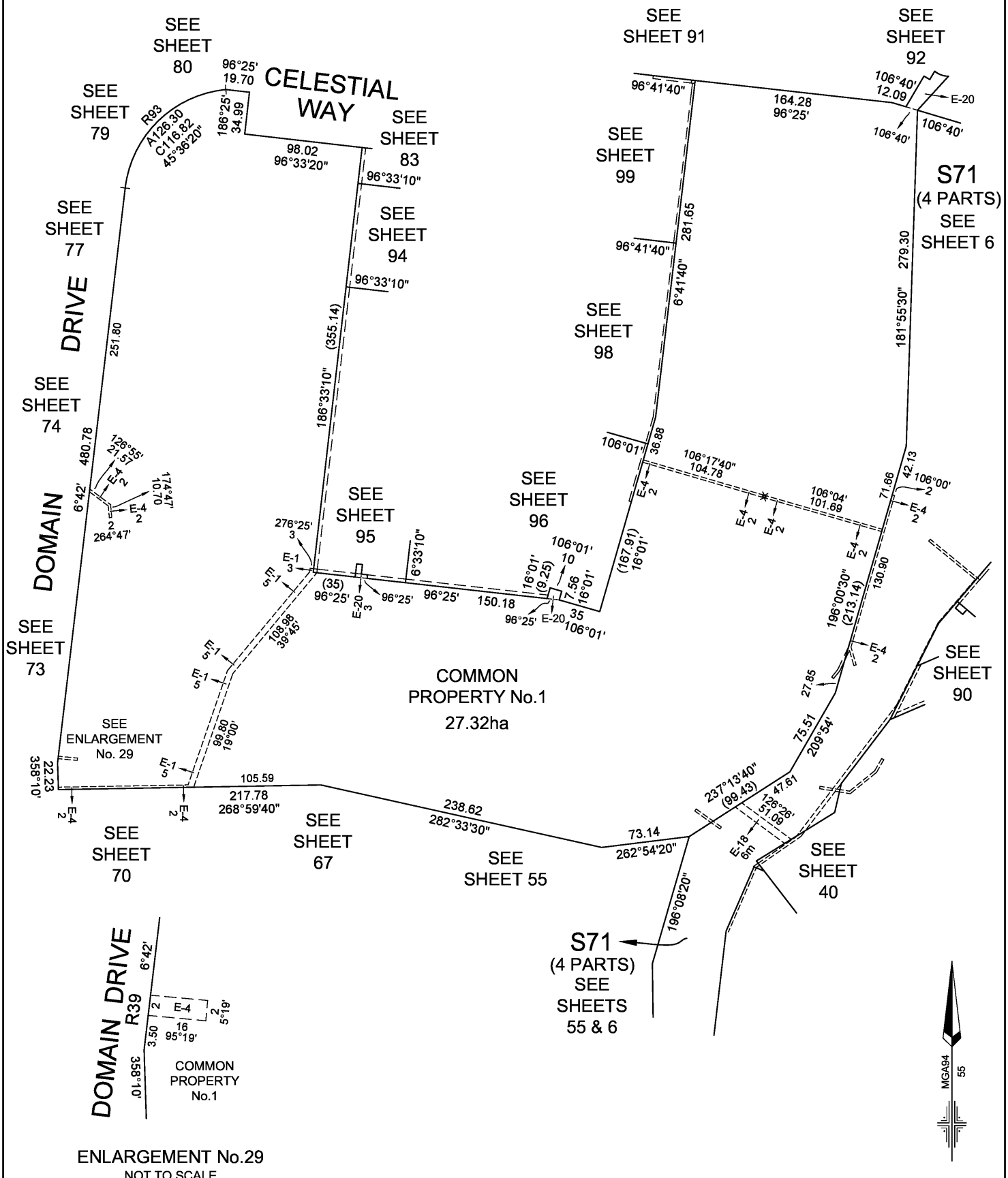
ORIGINAL		SCALE			Sheet 35
SCALE	SHEET SIZE	10 0 20 40	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS	
1:1000	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED	DATE / /	
			REF 24610333 DWG 2461035EA	15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 36 of 109

PLAN OF SUBDIVISION

PS 617320S

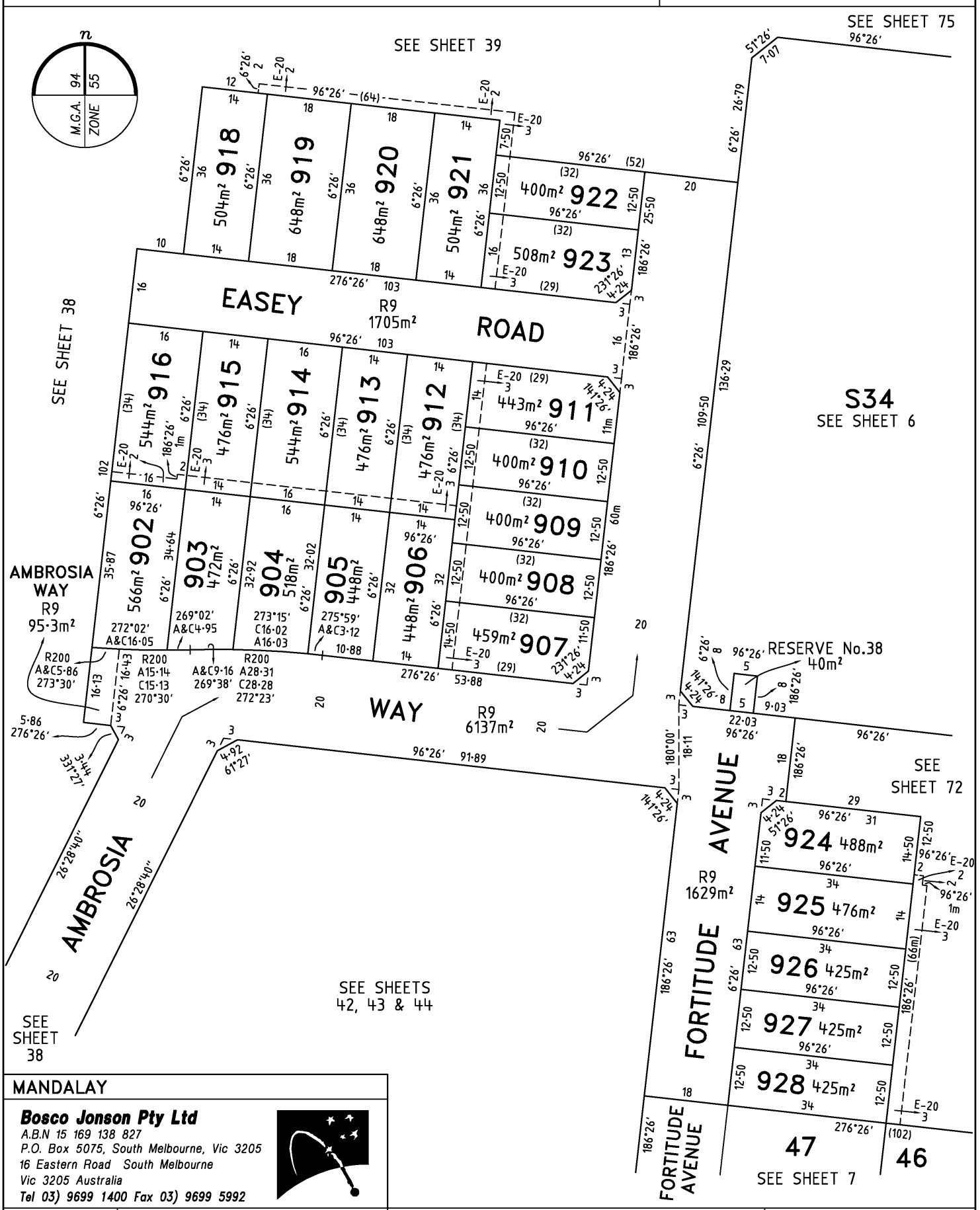


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:3000	0 30 60 90 120 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/2024 REFERENCE: AA0015 DRAWING: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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 37 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

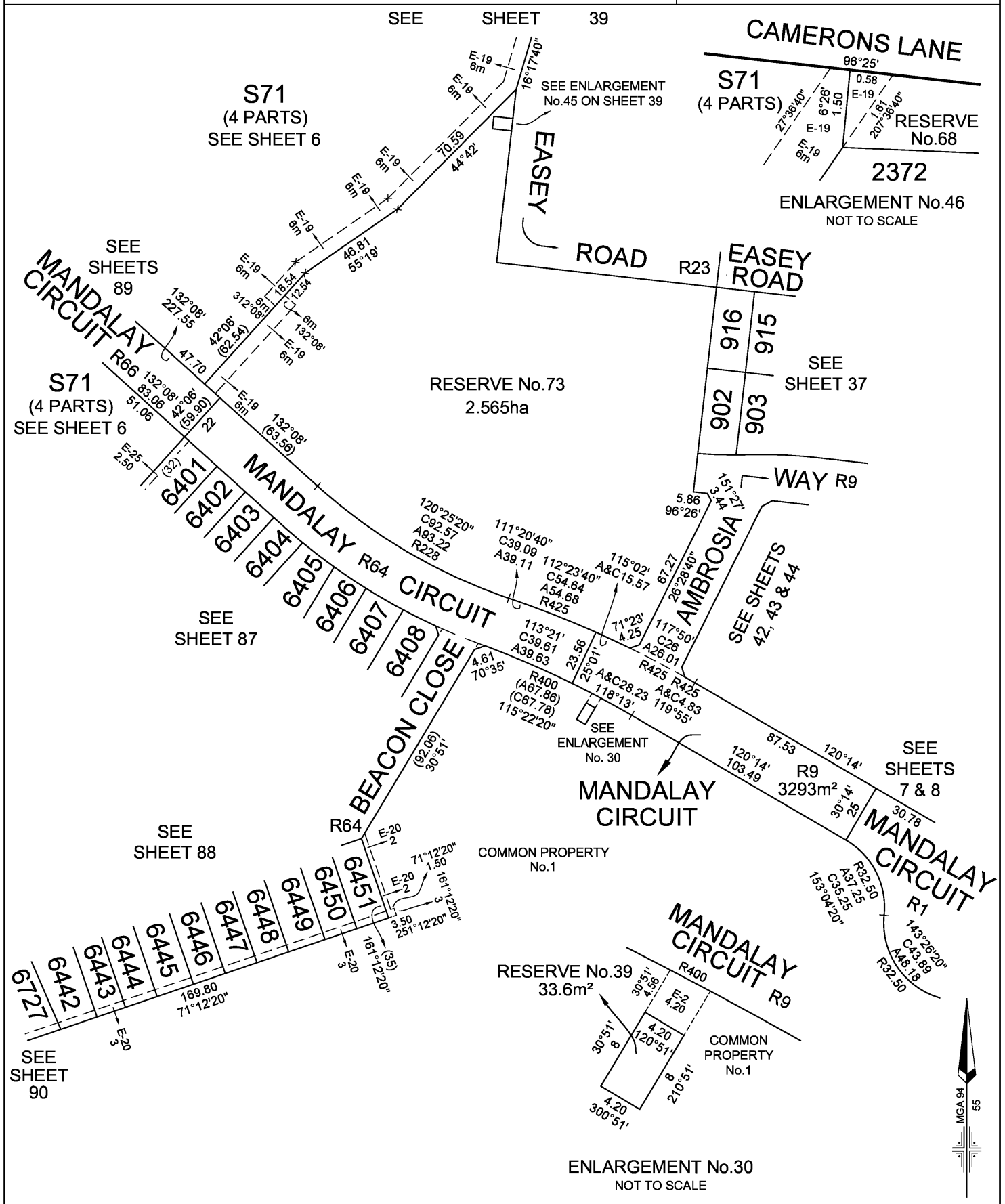
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 38 of 109

PLAN OF SUBDIVISION

PS 617320S

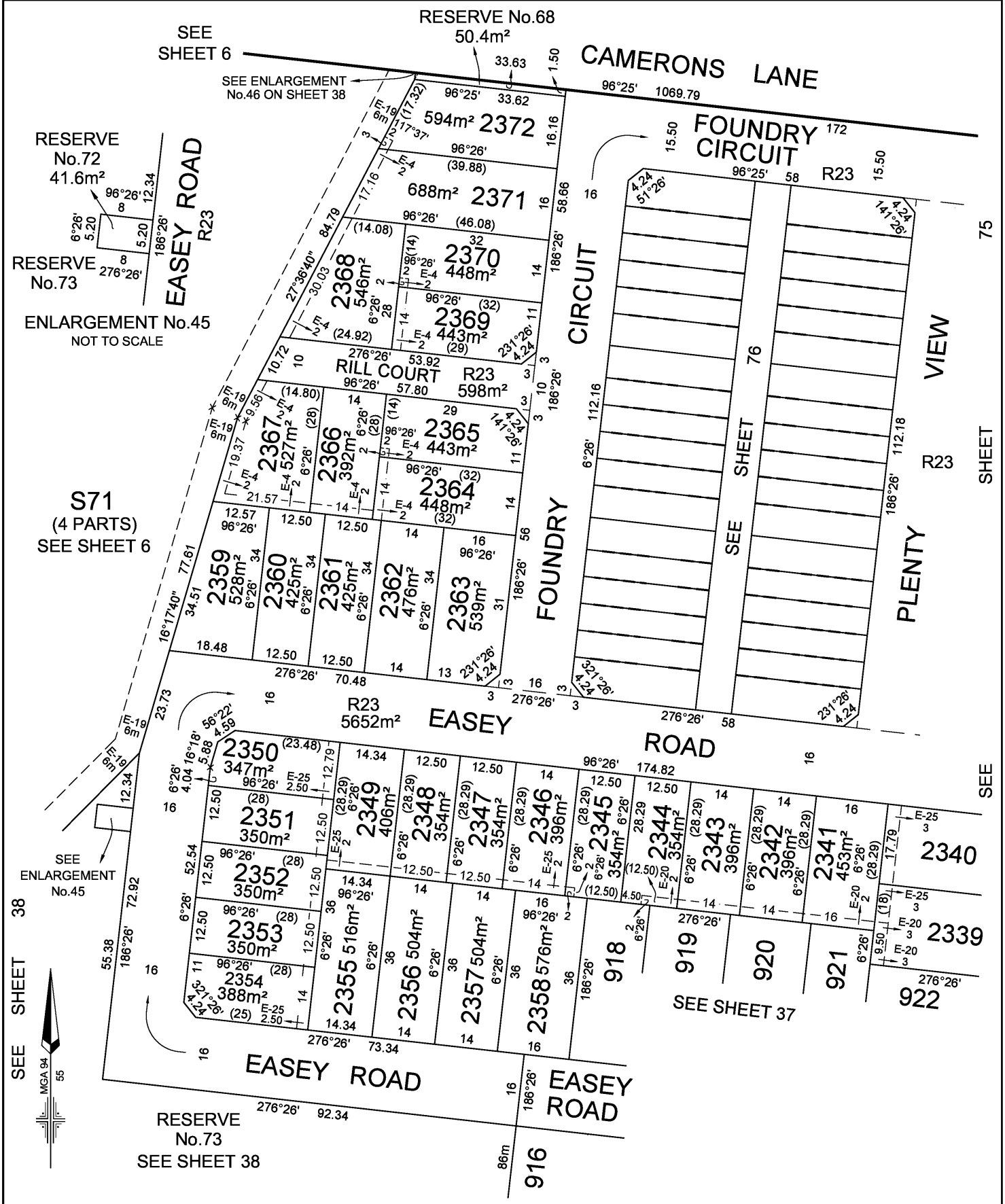


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:1500	0 15 30 45 60 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 39 of 109

PLAN OF SUBDIVISION

PS 617320S

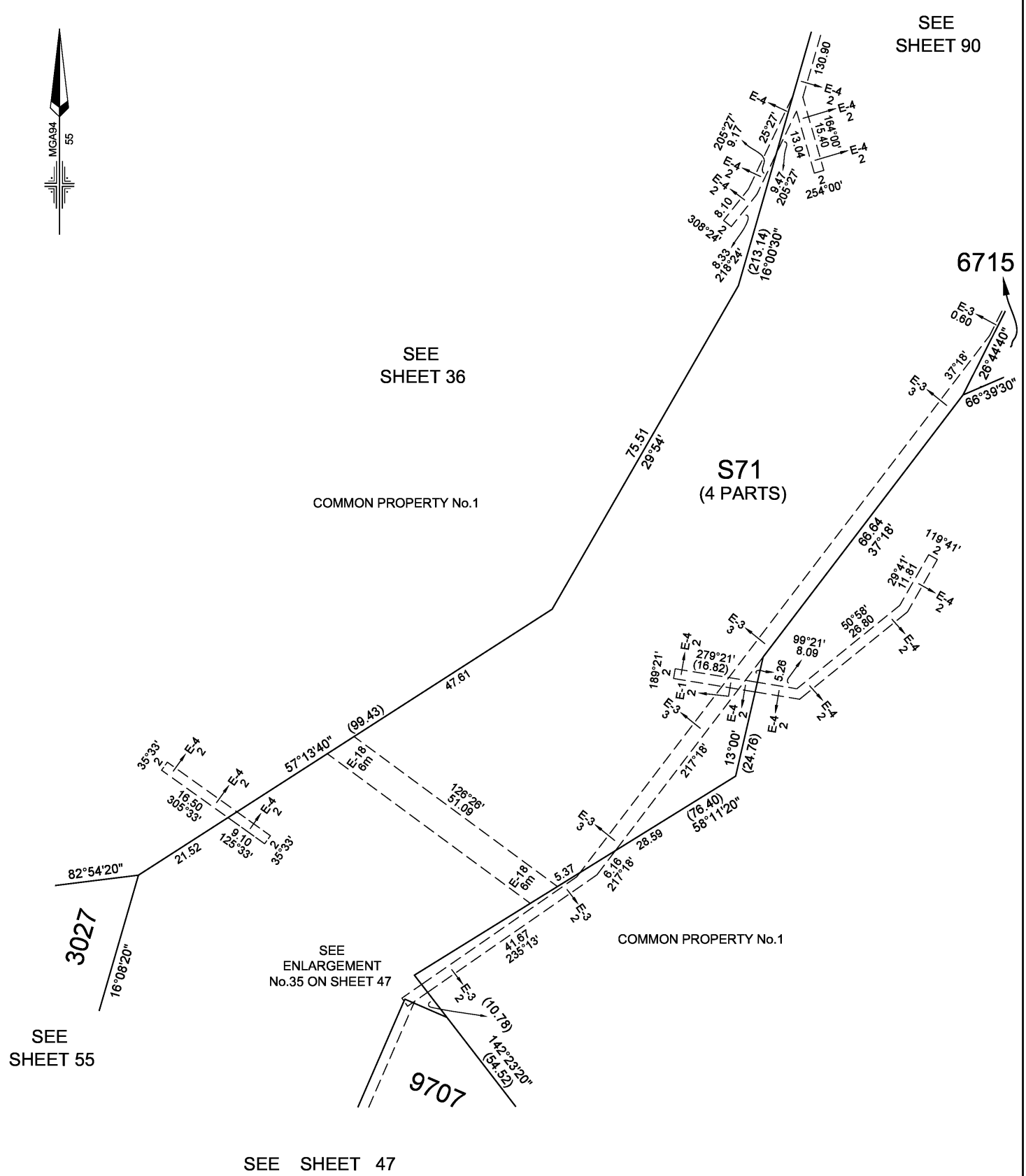


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 40 of 109

PLAN OF SUBDIVISION

PS 617320S

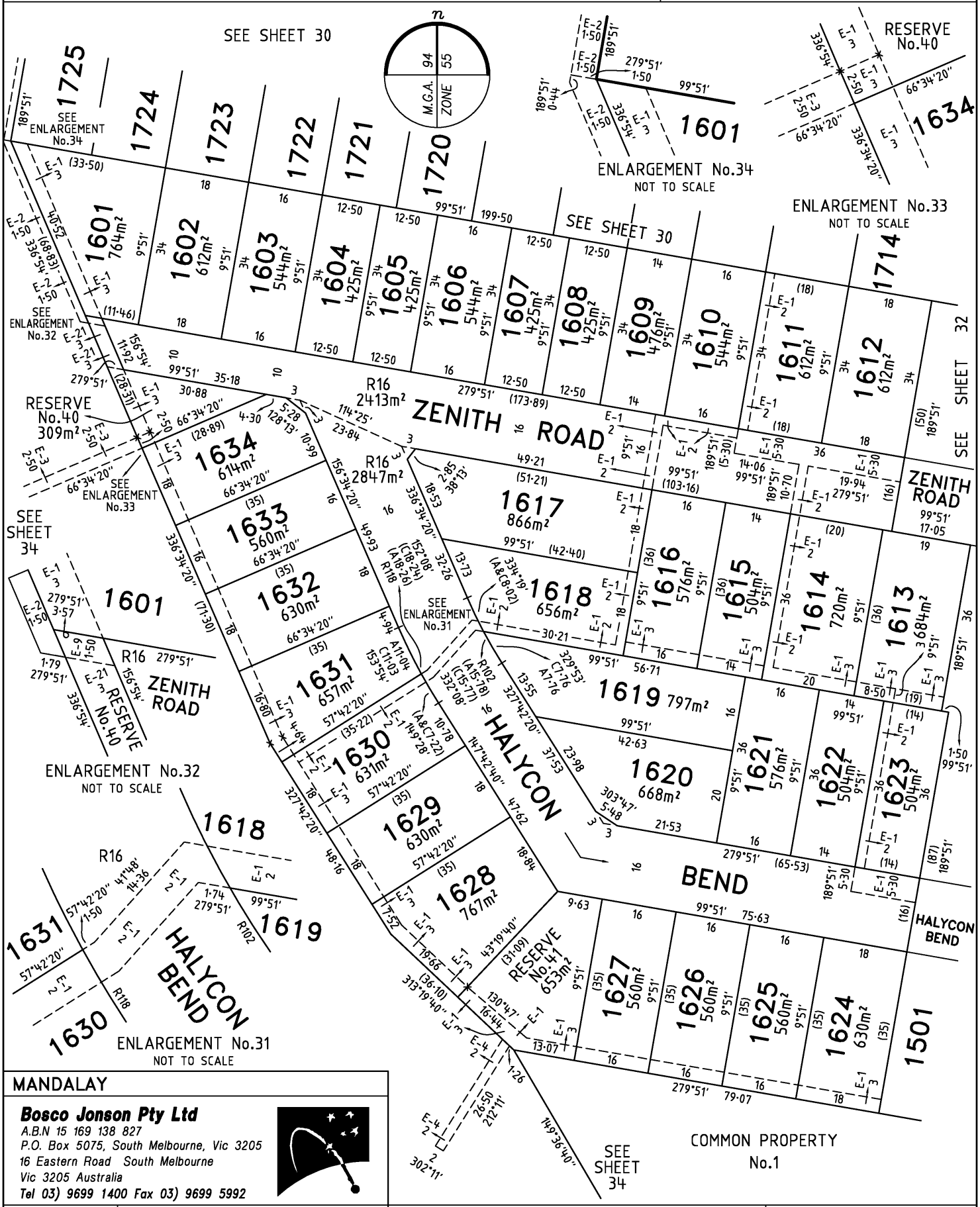


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/2024	REFERENCE: AA0015		ORIGINAL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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 41 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

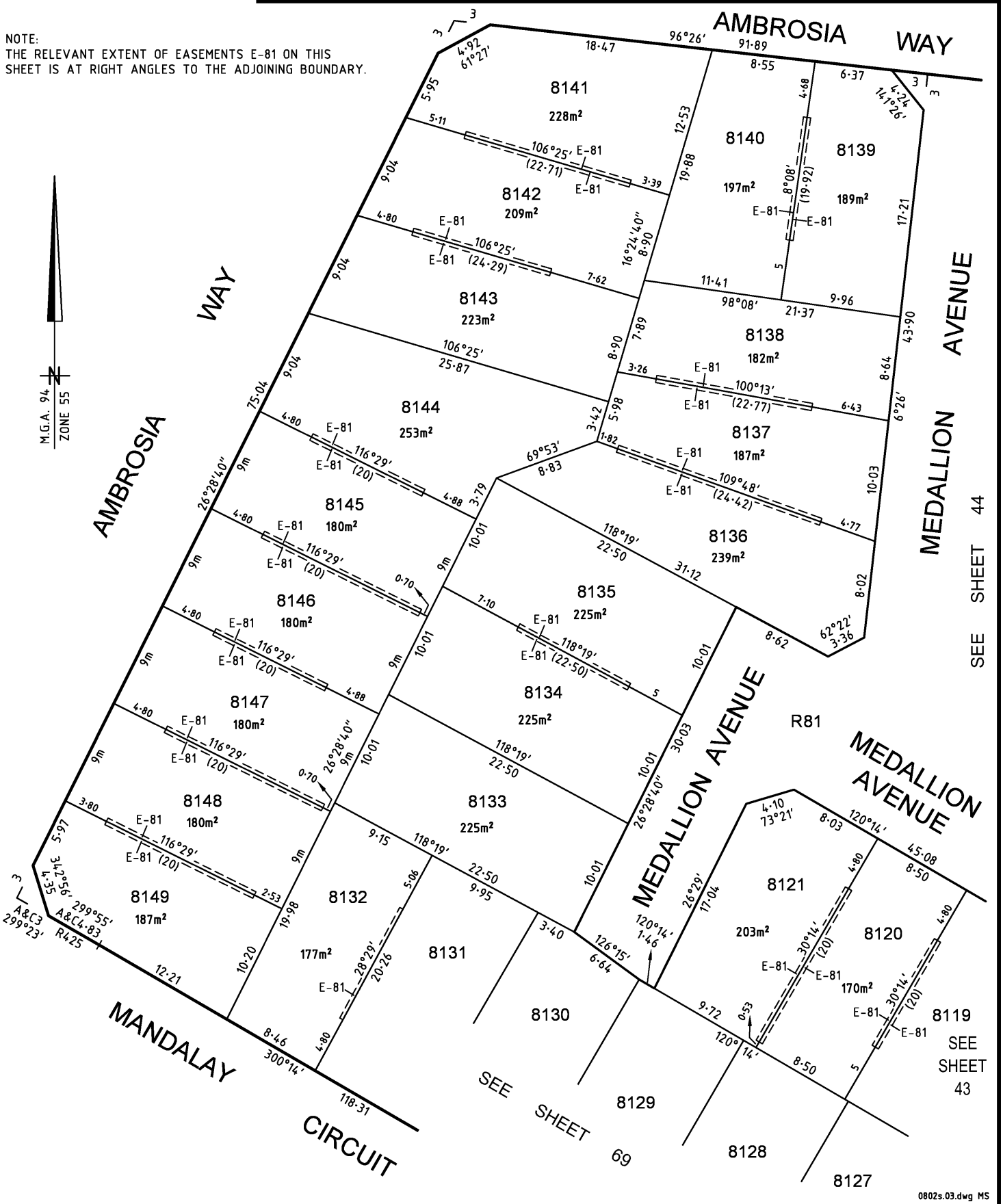
ORIGINAL		SCALE		Sheet 41
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 42 of 109

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



0802s.03.dwg MS

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE 1:300

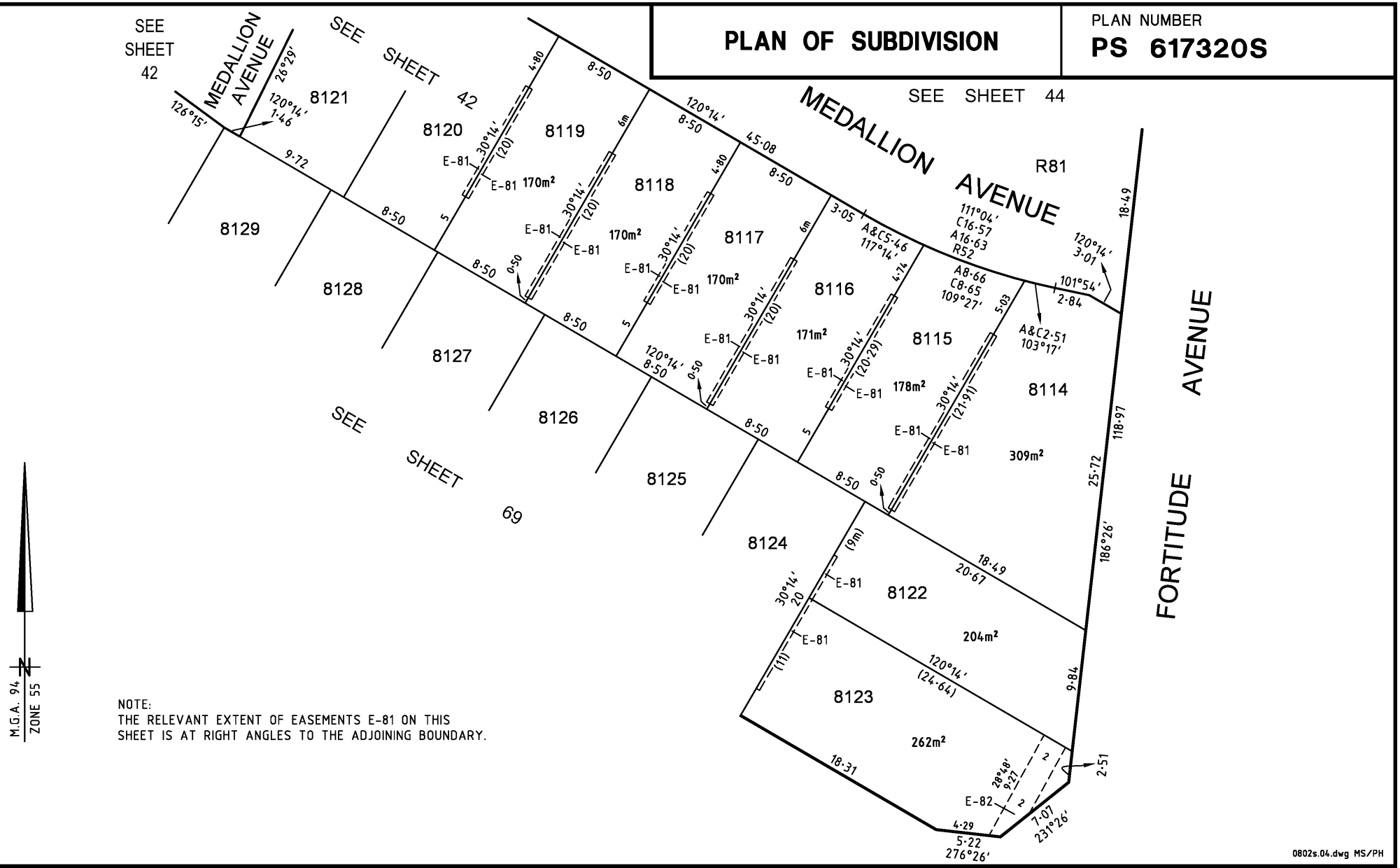
SHEET 42
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S



M.G.A. 94
ZONE 55

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

0802s.04.dwg MS/PH

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE
1:300

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

SHEET 43
ORIGINAL SHEET SIZE A3

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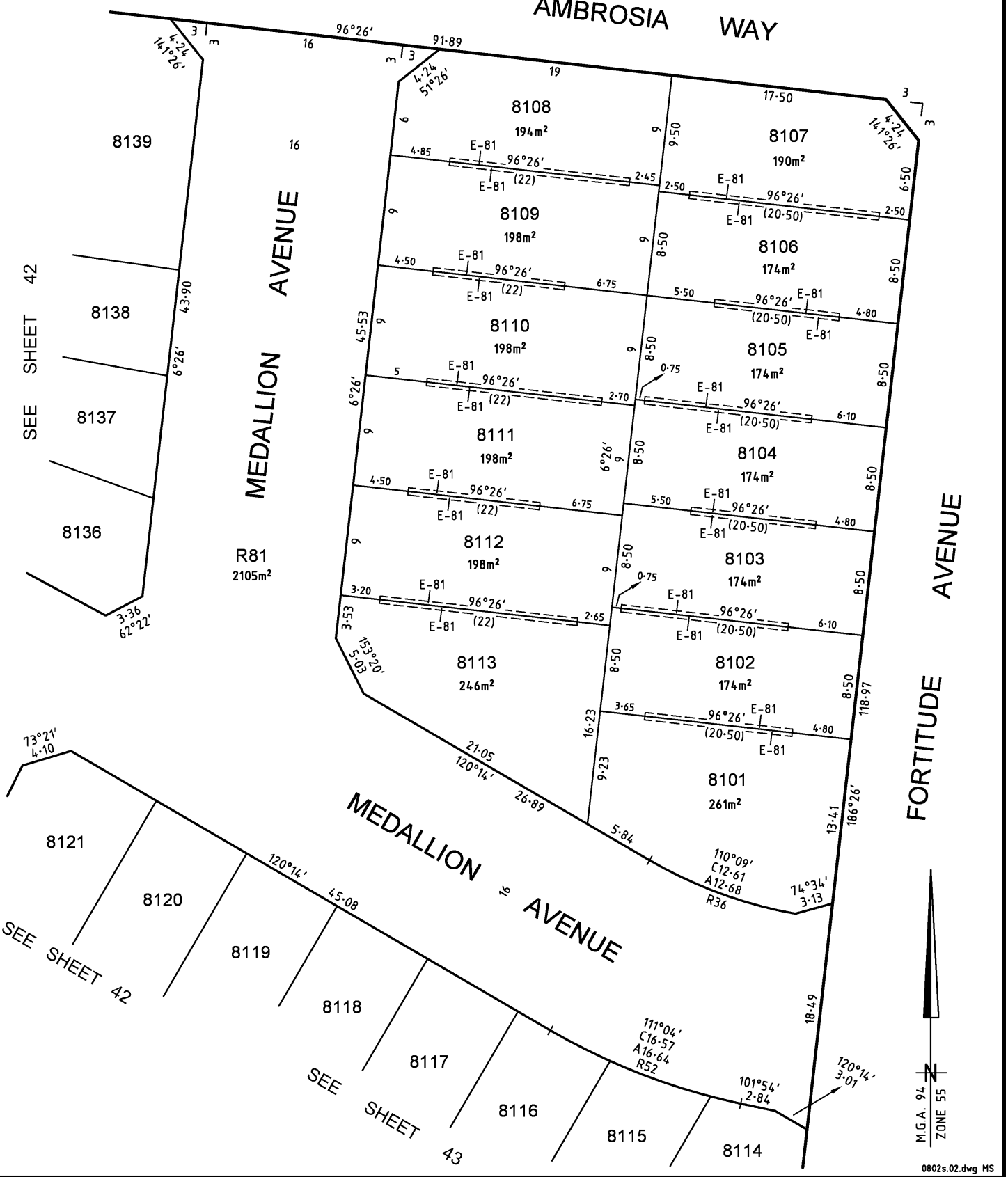
PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE 1:300

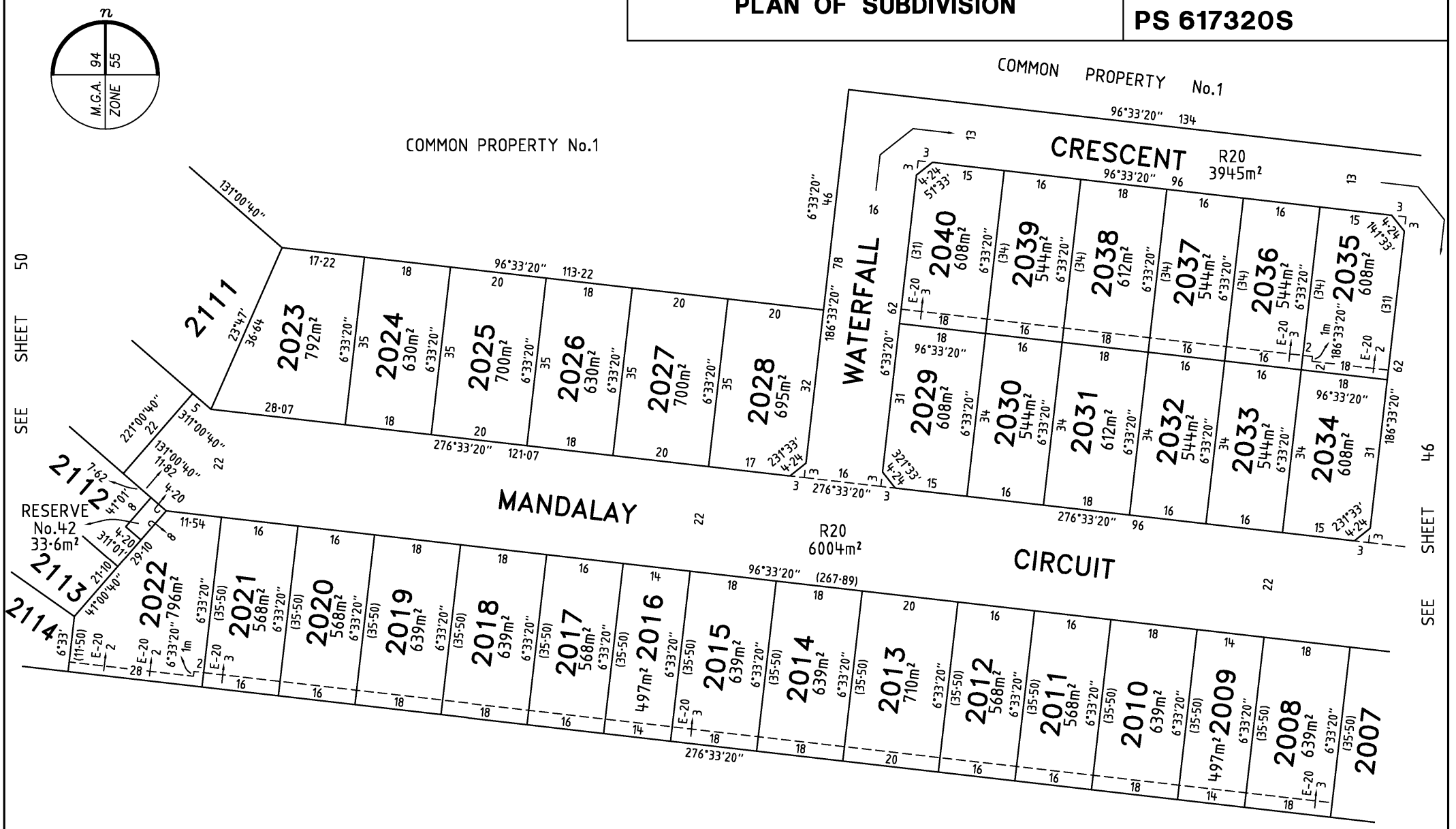
SHEET 44
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

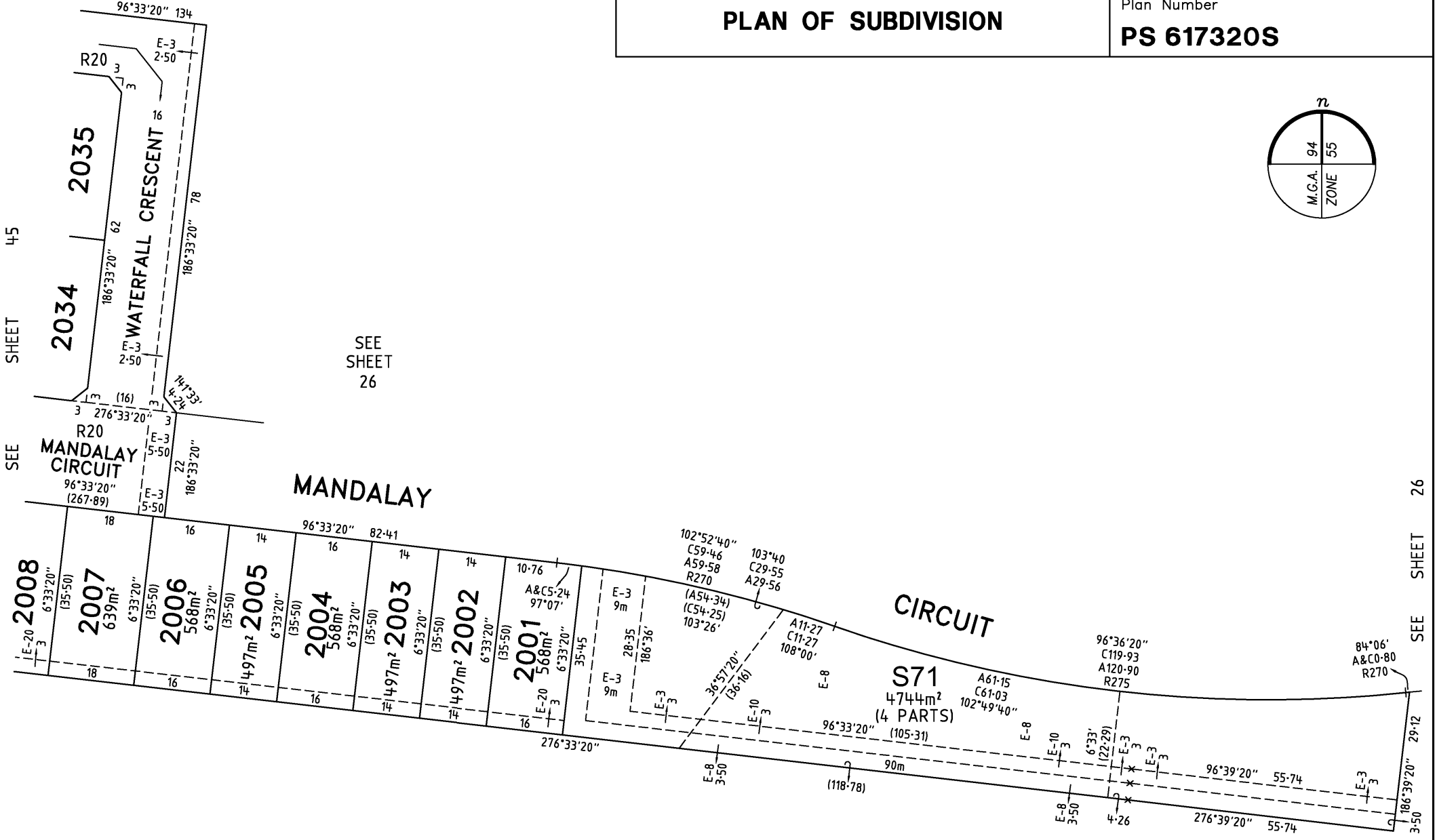
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 45

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 45 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

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

Sheet 46

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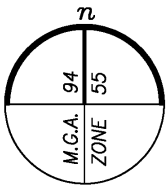
PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 36 & 40

SEE ENLARGEMENT No.35

COMMON PROPERTY No.1

RESERVE No.43
SEE ENLARGEMENT No.36

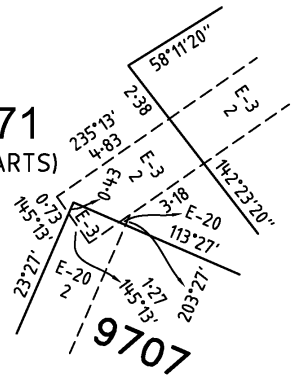
S71
(4 PARTS)
SEE SHEET 6

COMMON PROPERTY No.1
SEE SHEET 30

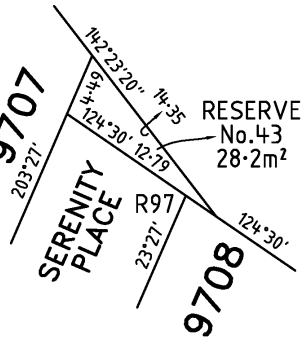
RESERVE No.17

SEE SHEET 49

SEE SHEET 30



ENLARGEMENT No.35
NOT TO SCALE



ENLARGEMENT No.36
NOT TO SCALE

MANDALAY

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

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

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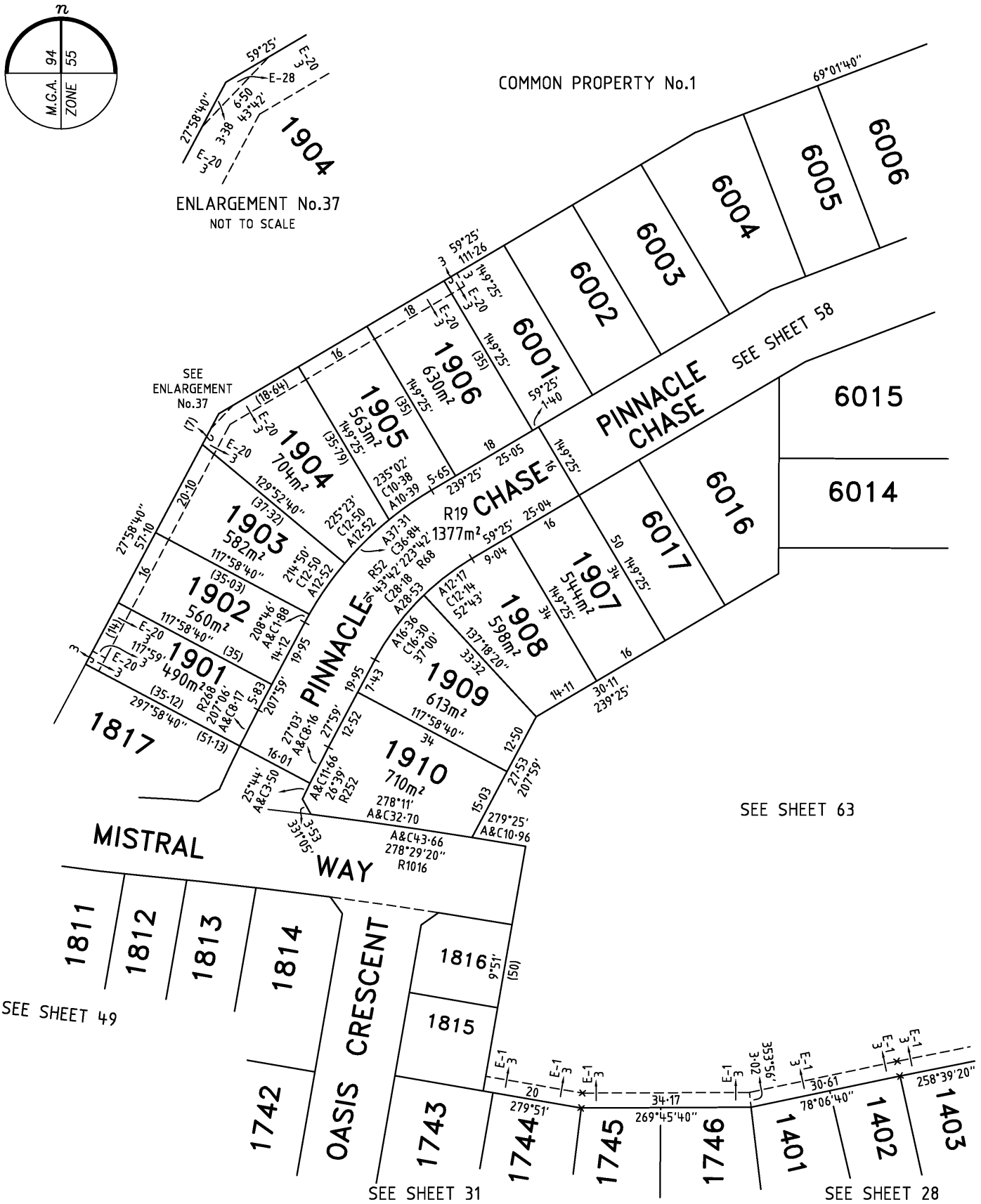
PLAN OF SUBDIVISION

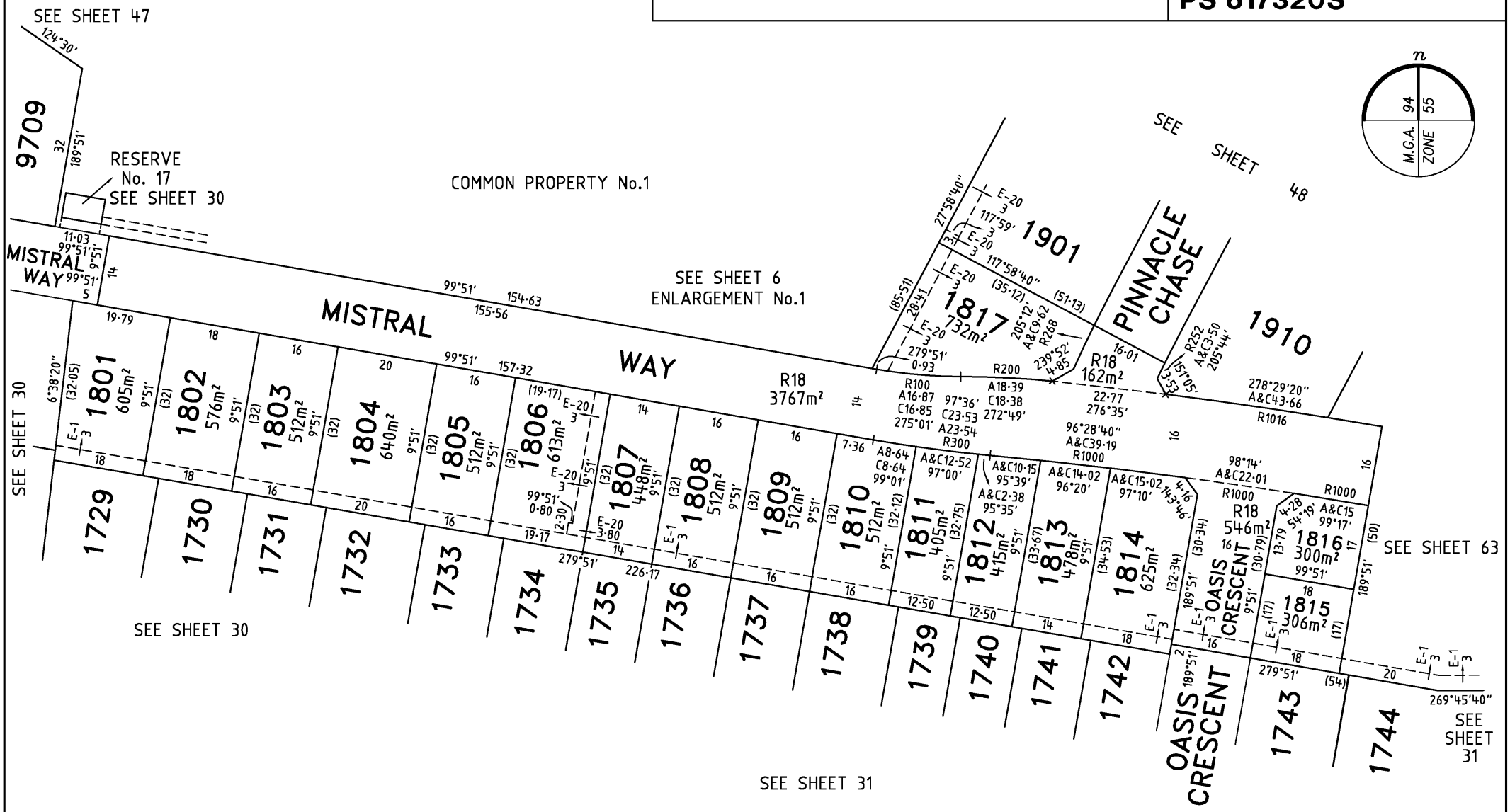
PS 617320S



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

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 49
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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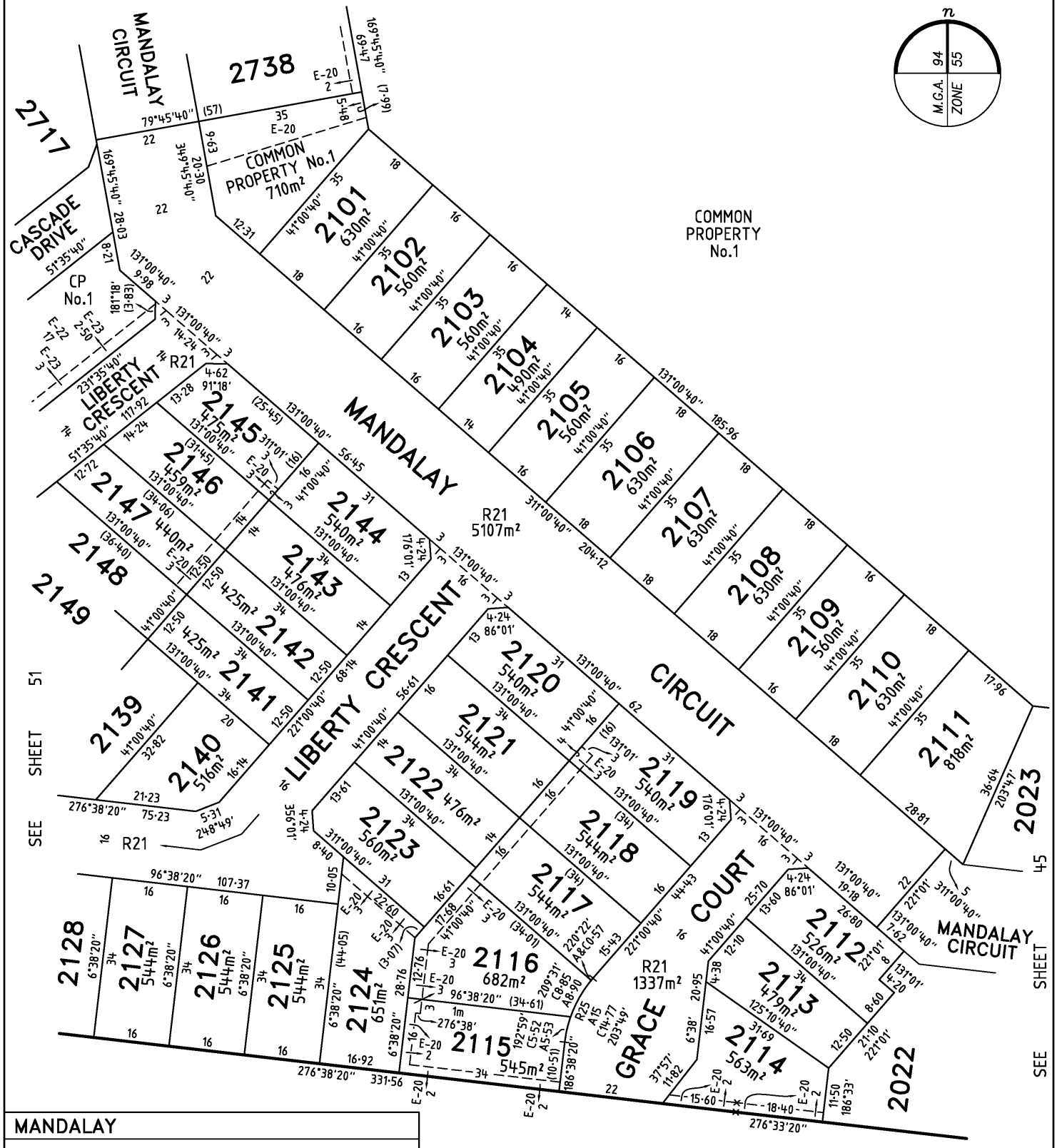
PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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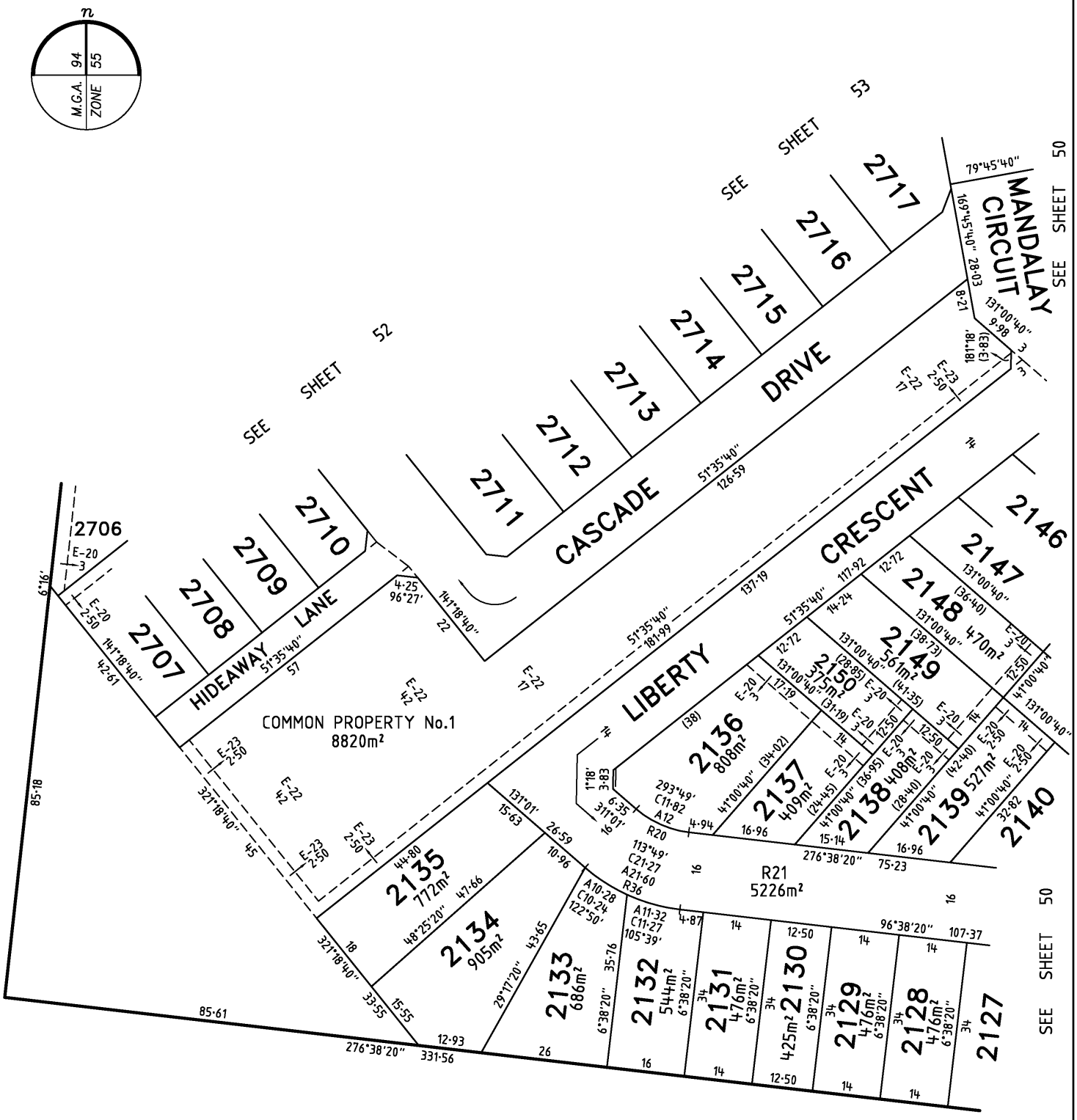
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 51 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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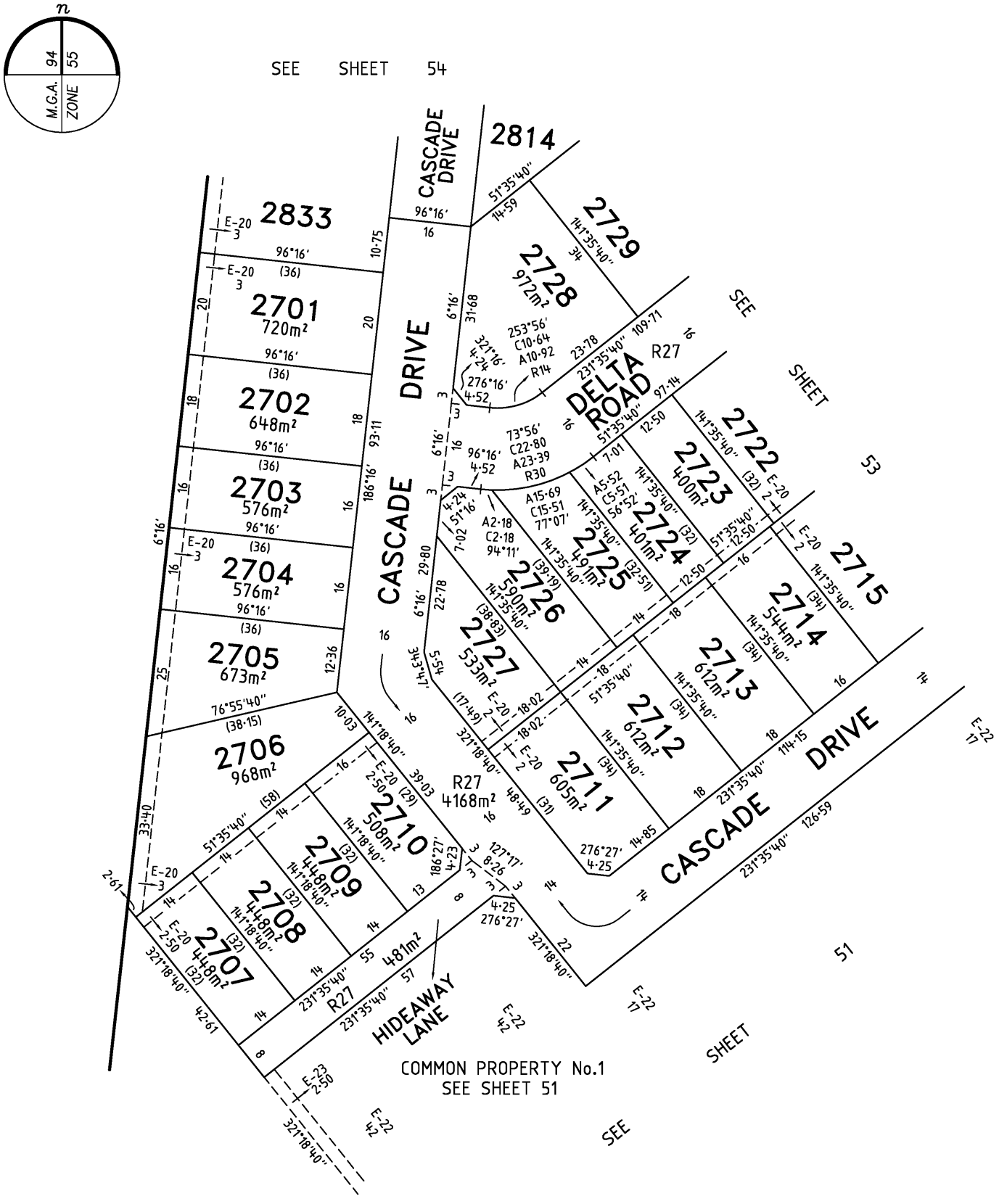
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 52 of 109

PLAN OF SUBDIVISION

PS 617320S



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

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

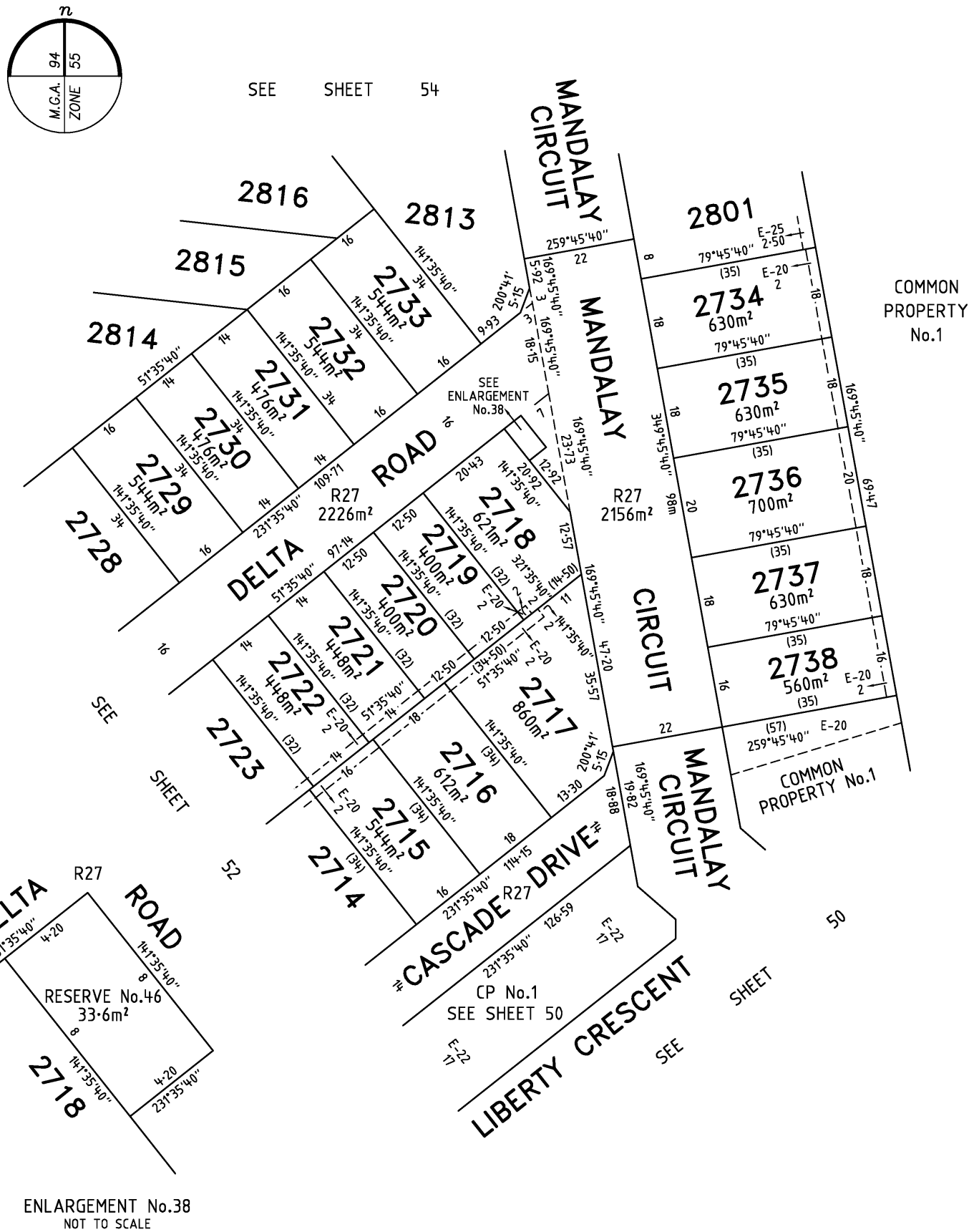
ORIGINAL SHEET SIZE A3

SHEET 52

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 53 of 109

PLAN OF SUBDIVISION

PS 617320S



ENLARGEMENT No.38
NOT TO SCALE

MANDALAY

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Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

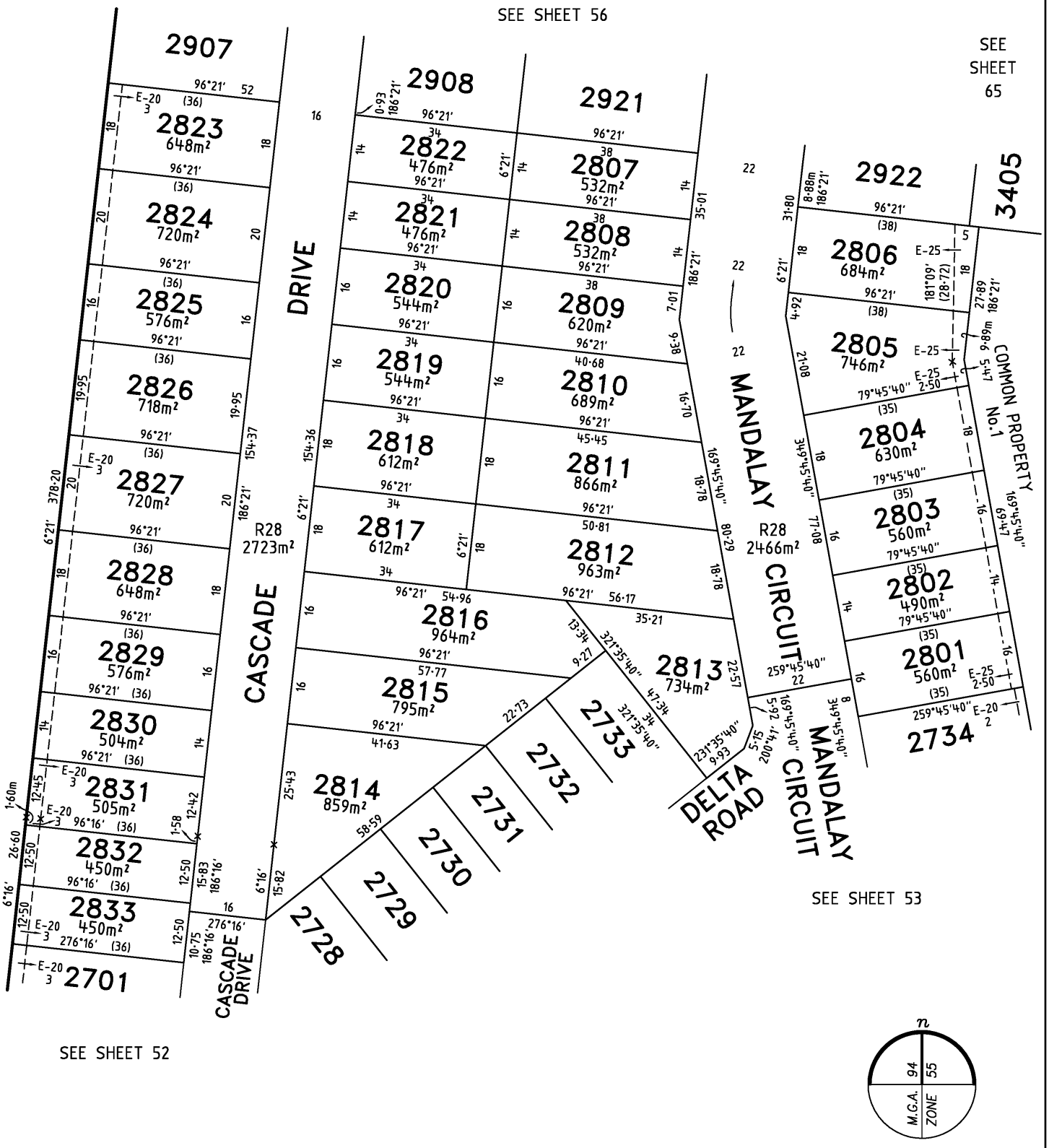
ORIGINAL SHEET SIZE A3

SHEET 53

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 54 of 109

PLAN OF SUBDIVISION

PS 617320S



94 55
M.G.A. ZONE

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:800

8 0 16 32
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

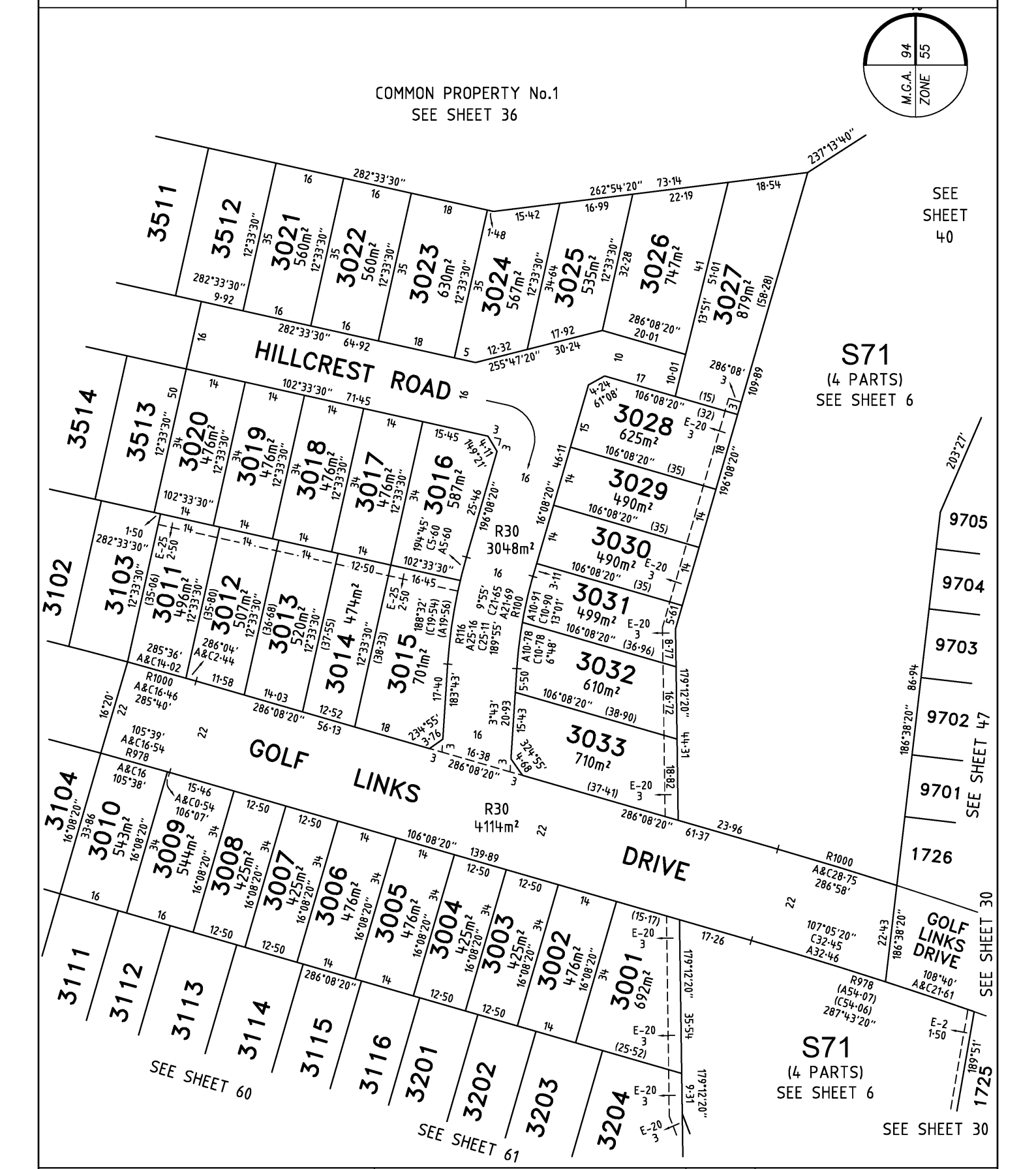
SHEET 54

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

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 55 of 109

PLAN OF SUBDIVISION

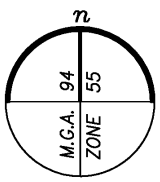
PS 617320S

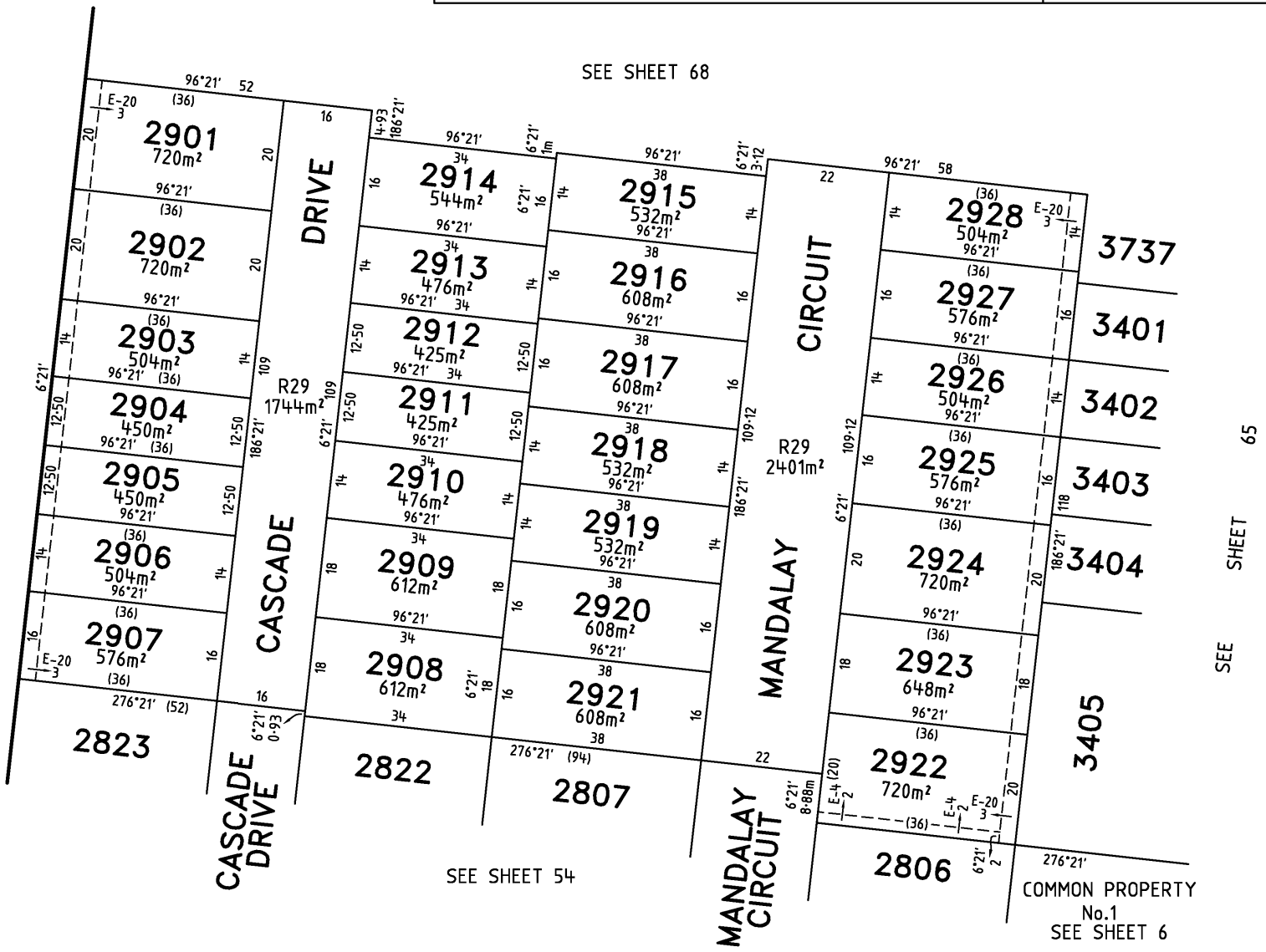


MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:800	8 0 16 32 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION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

PLAN OF SUBDIVISION

PS 617320S





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

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

8 0 16 32
LENGTHS ARE IN METRES

SCALE 1:800

ORIGINAL SHEET SIZE A3

SHEET 56

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 56 of 109

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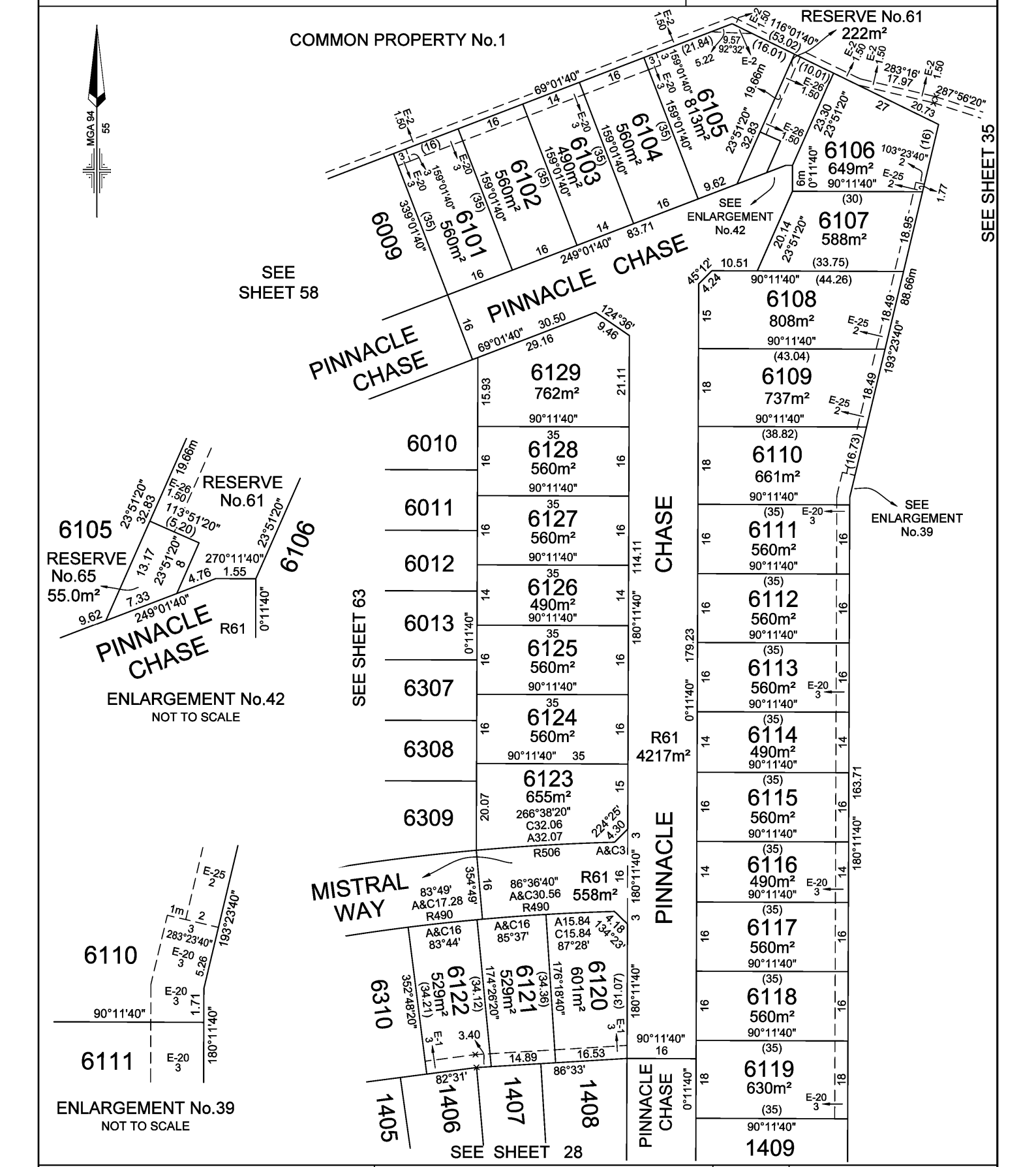
PLAN OF SUBDIVISION

PS 617320S



ENLARGEMENT No.42
NOT TO SCALE

ENLARGEMENT No.39
NOT TO SCALE

MANDALAY

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

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:800

0 8 16 24 32
LENGTHS ARE IN METRES

DATE: 21/01/19 REFERENCE: AA0015
DRAWING: CM0061AB DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 57

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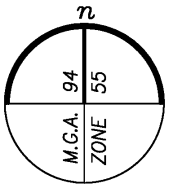
PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1

SEE SHEET 57

SEE SHEET 57

SEE SHEET 48

SEE SHEET 63

SEE SHEET 49

CHASE

PINNACLE

INGOT STREET

MISTRAL WAY

1905

1906

1907

1908

1909

1910

6001 490m²

6002 560m² (35)

6003 560m² (35)

6004 703m² (35)

6005 560m² (35)

6006 490m² (35)

6007 490m² (35)

6008 560m² (35)

6009 630m² (35)

6010 66 m²

6011 490m²

6012 490m²

6013 560m²

6014 612m² (34)

6015 810m²

6016 769m²

6017 476m² (34)

R60 2214m²

R60 862m²

MANDALAY

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

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 58

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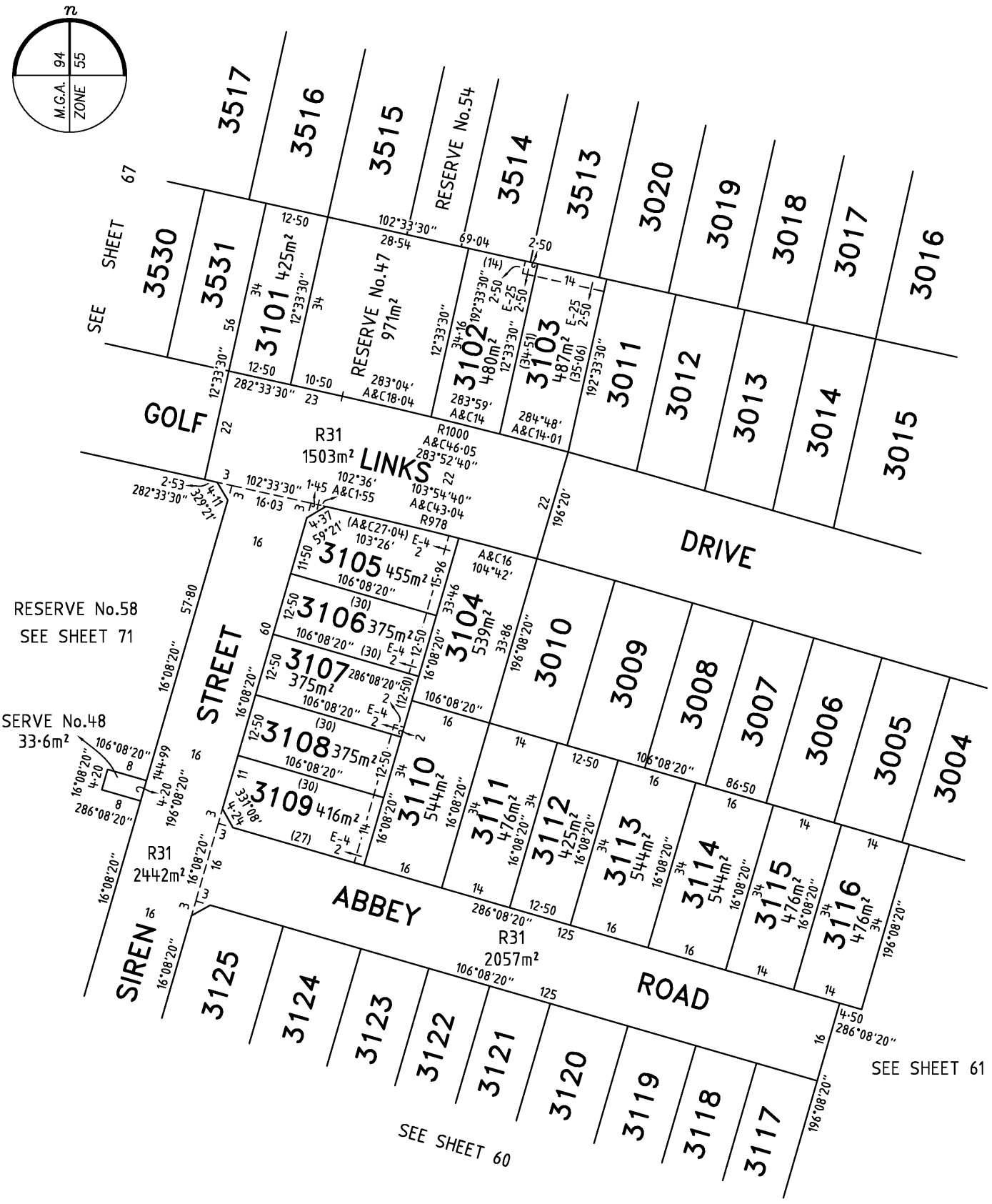
PLAN OF SUBDIVISION

PS 617320S



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

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

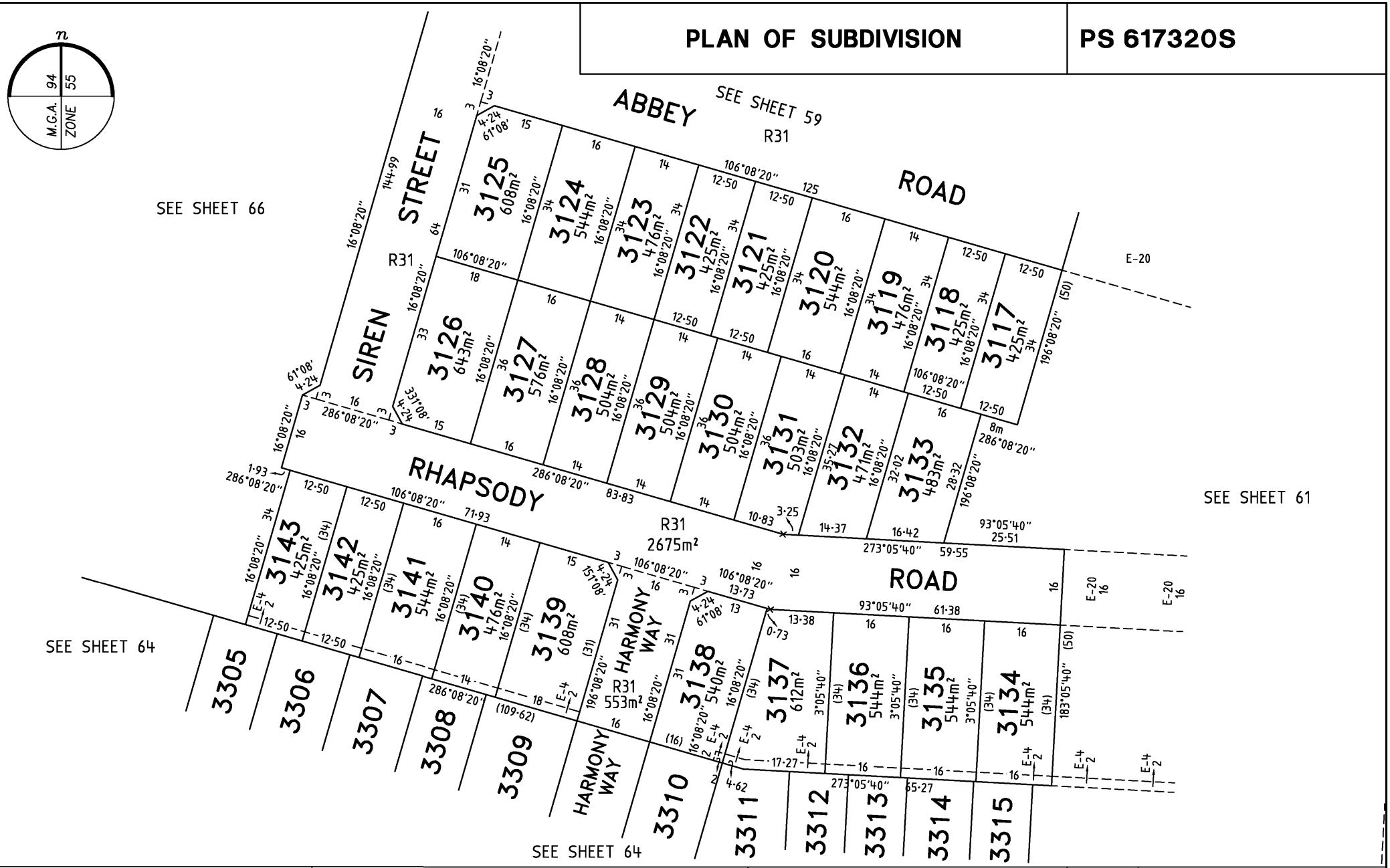
VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 59

PLAN OF SUBDIVISION

PS 617320S



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 DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA	7·5 0 15 30 LENGTHS ARE IN METRES	SCALE 1:750	ORIGINAL SHEET SIZE A3 SHEET 60

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PLAN OF SUBDIVISION

PS 617320S



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16 Eastern Road South Melbourne
Vic 3205 Australia
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MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

SHEET 61

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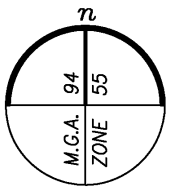
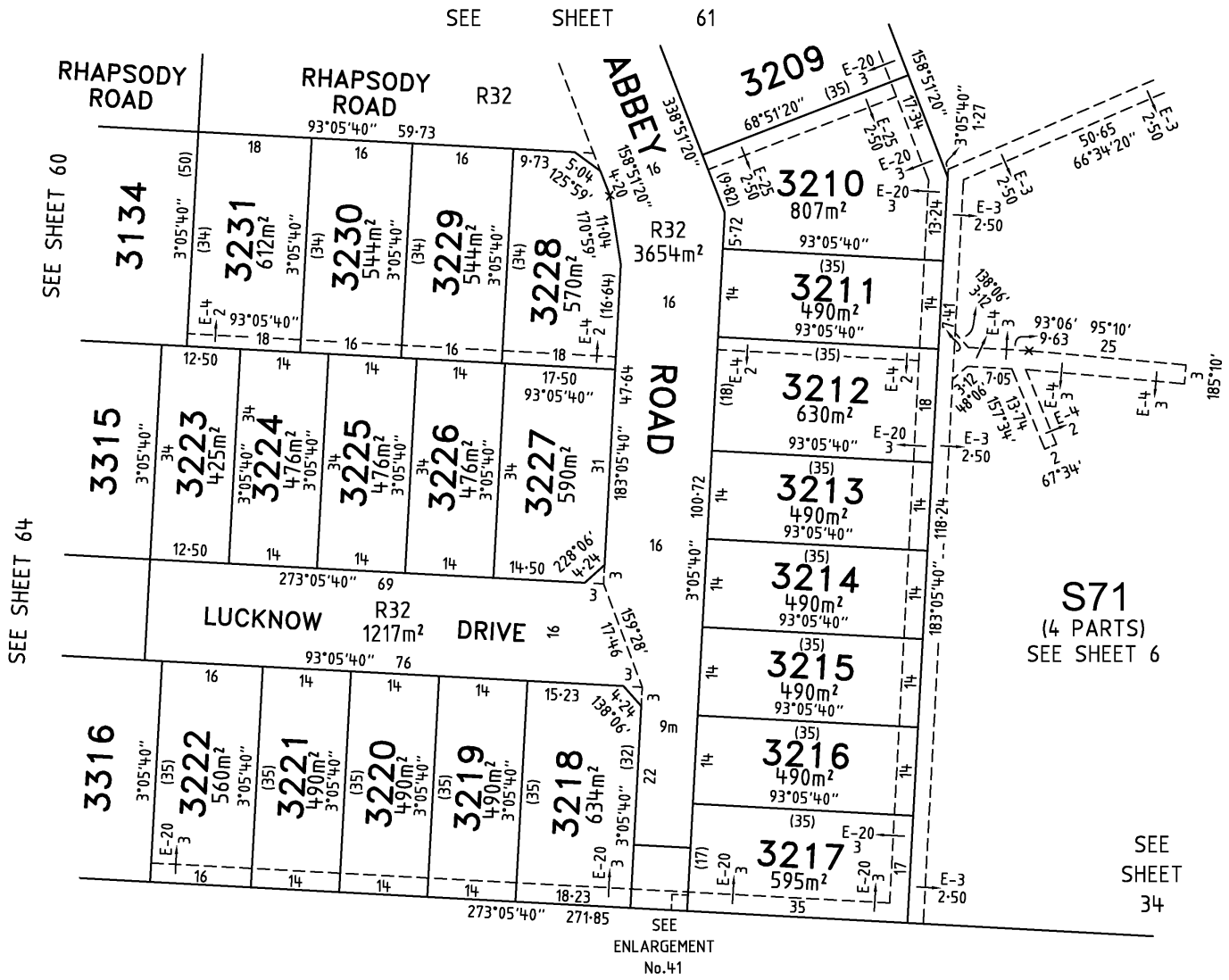
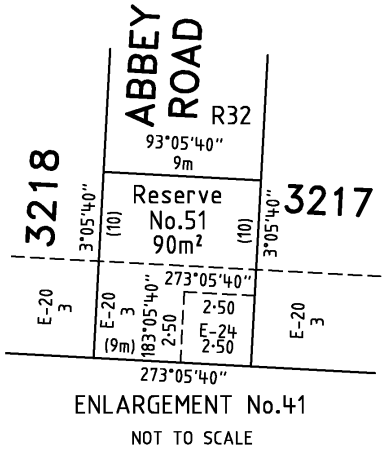
PLAN OF SUBDIVISION

PS 617320S







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16 Eastern Road South Melbourne
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MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

SHEET 62

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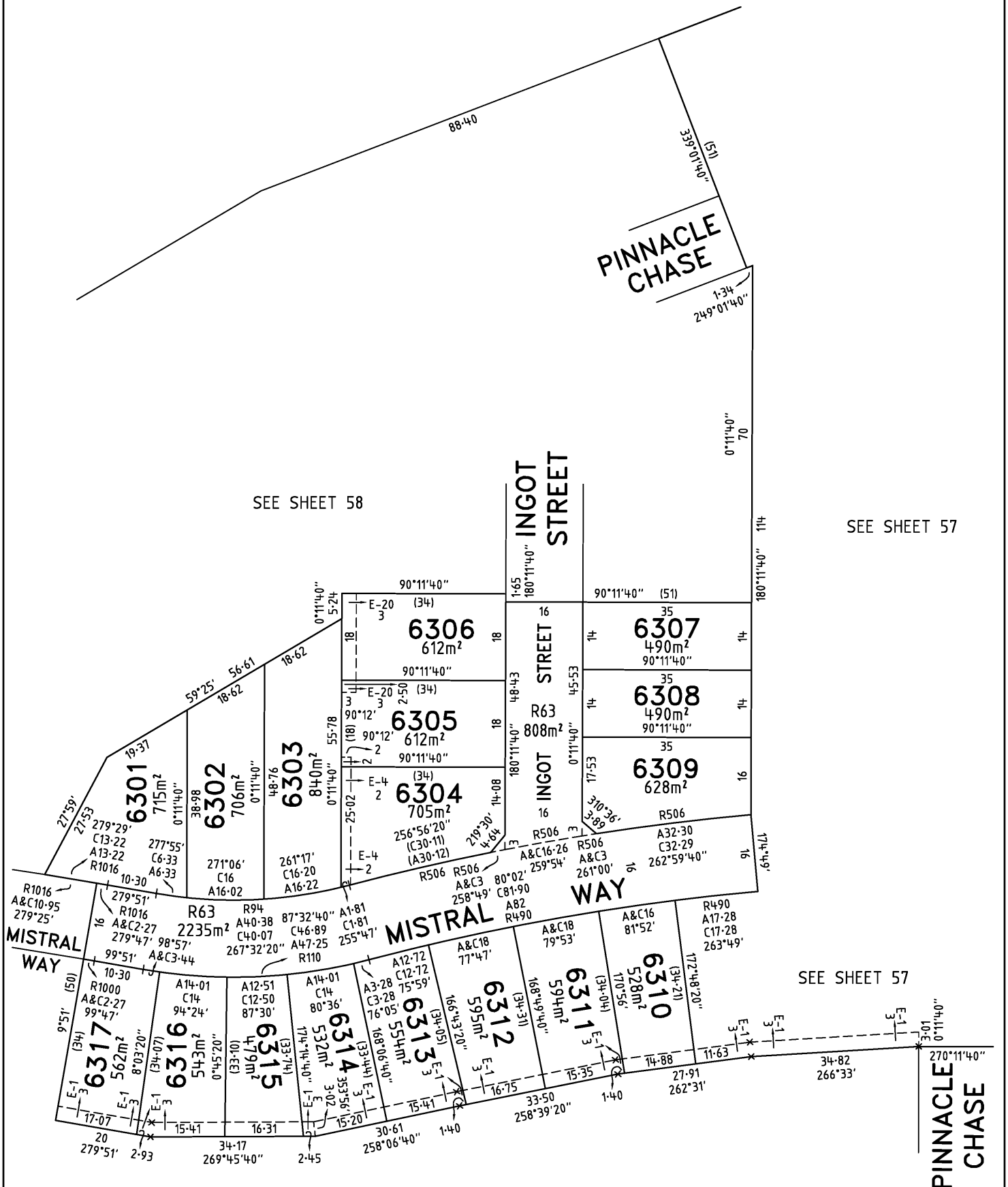
PLAN OF SUBDIVISION

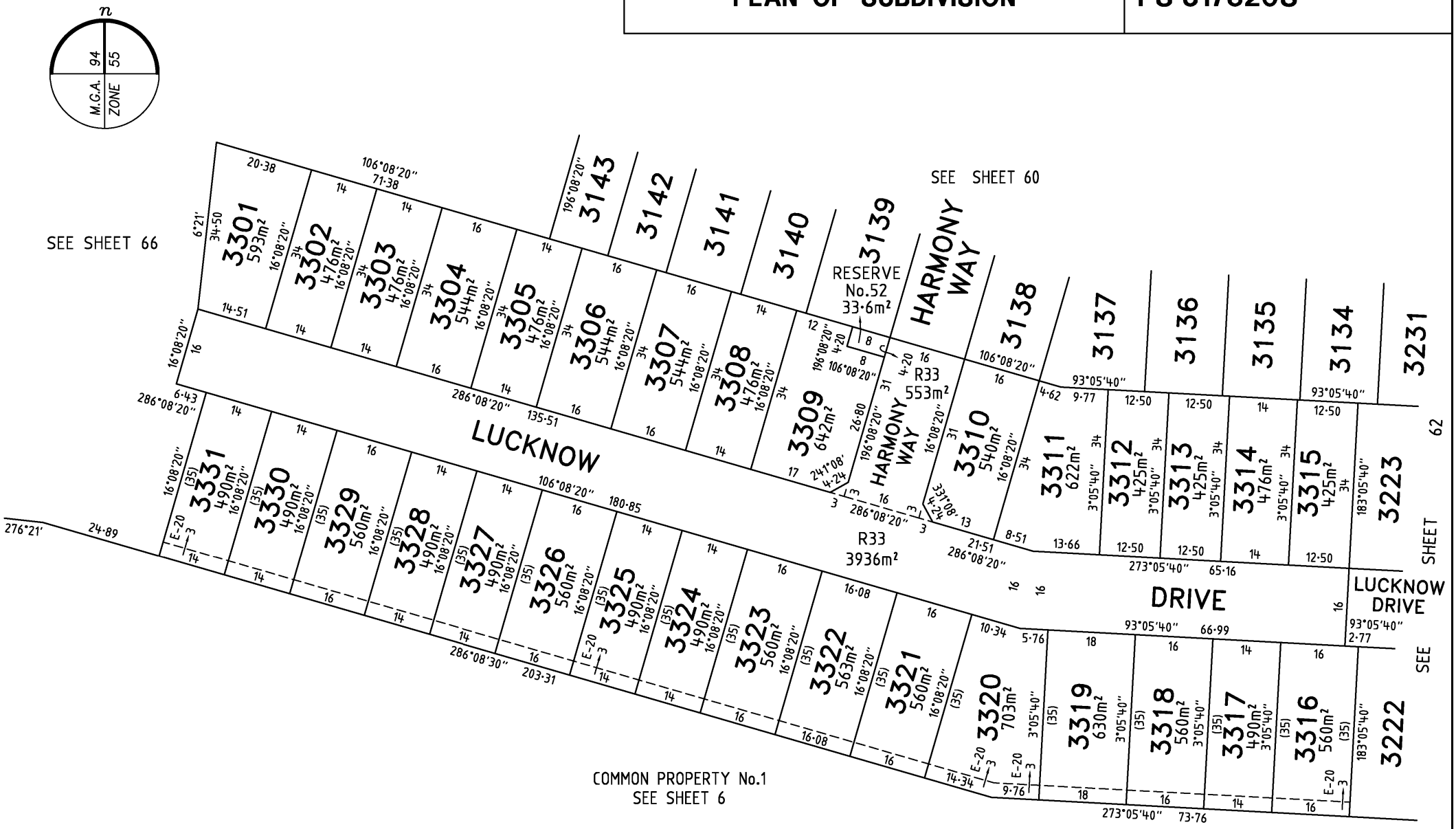
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



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

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

SHEET 64

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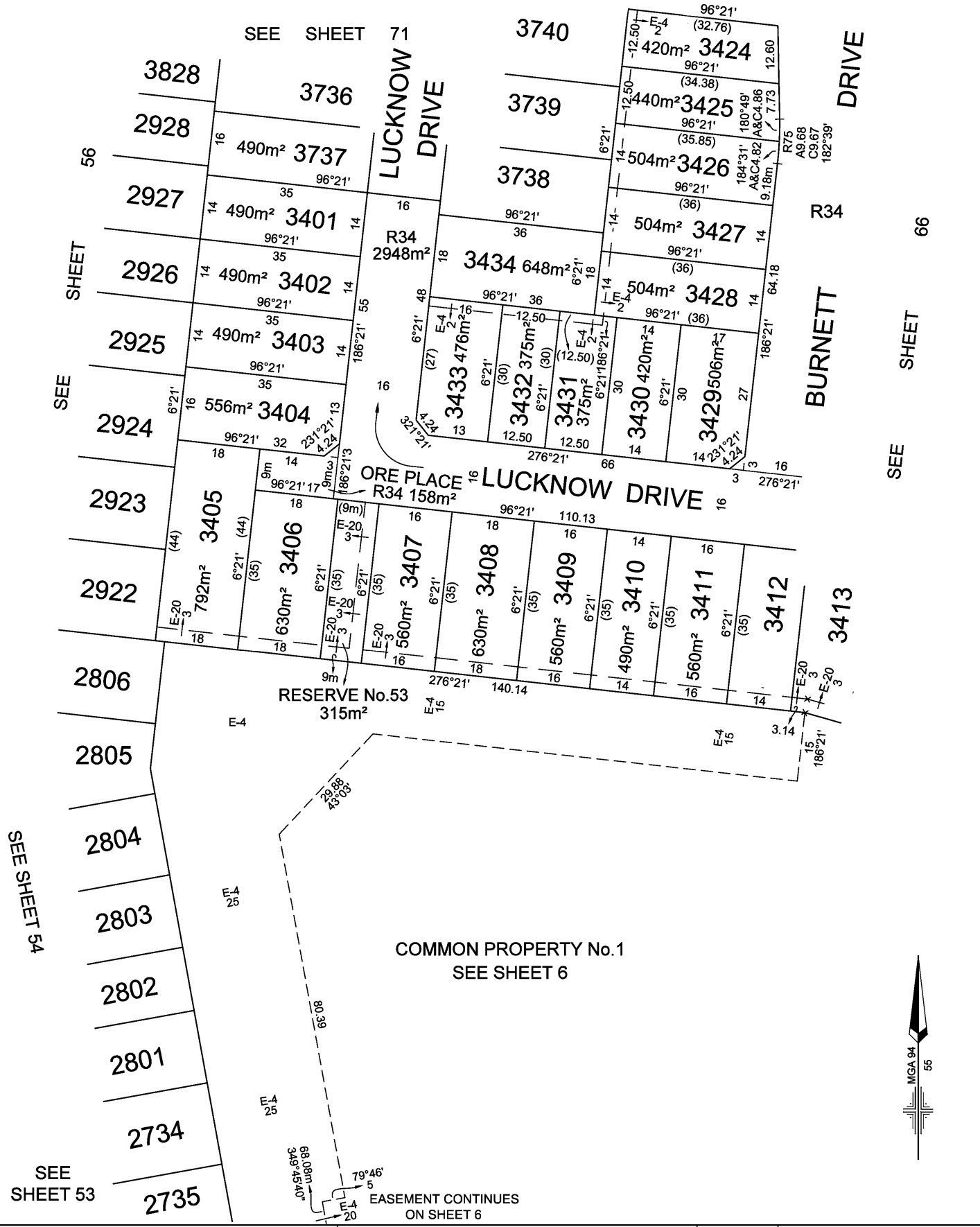
PLAN OF SUBDIVISION

PS 617320S



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

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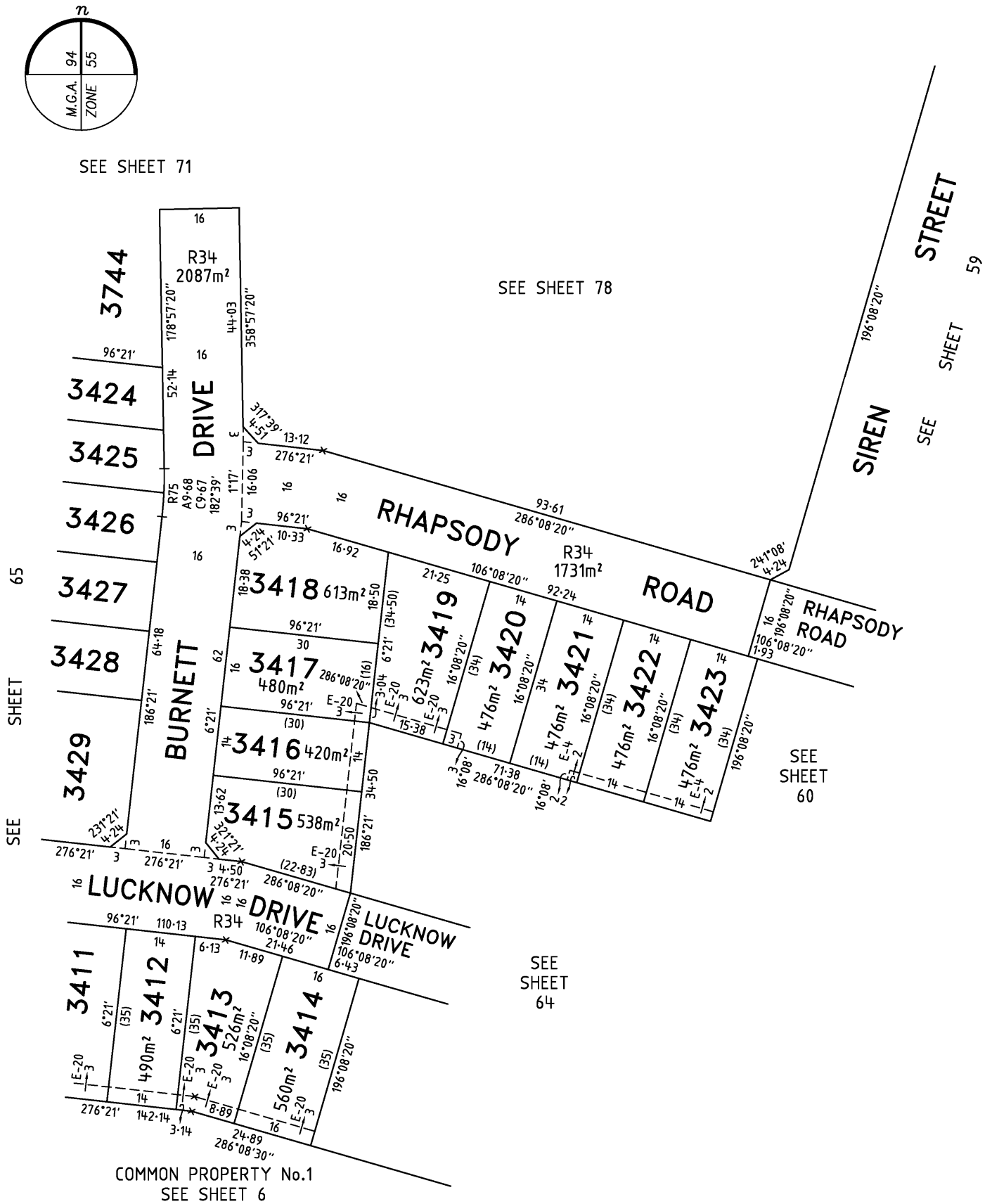
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610343

VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 66

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16 Eastern Road South Melbourne
Vic 3205 Australia
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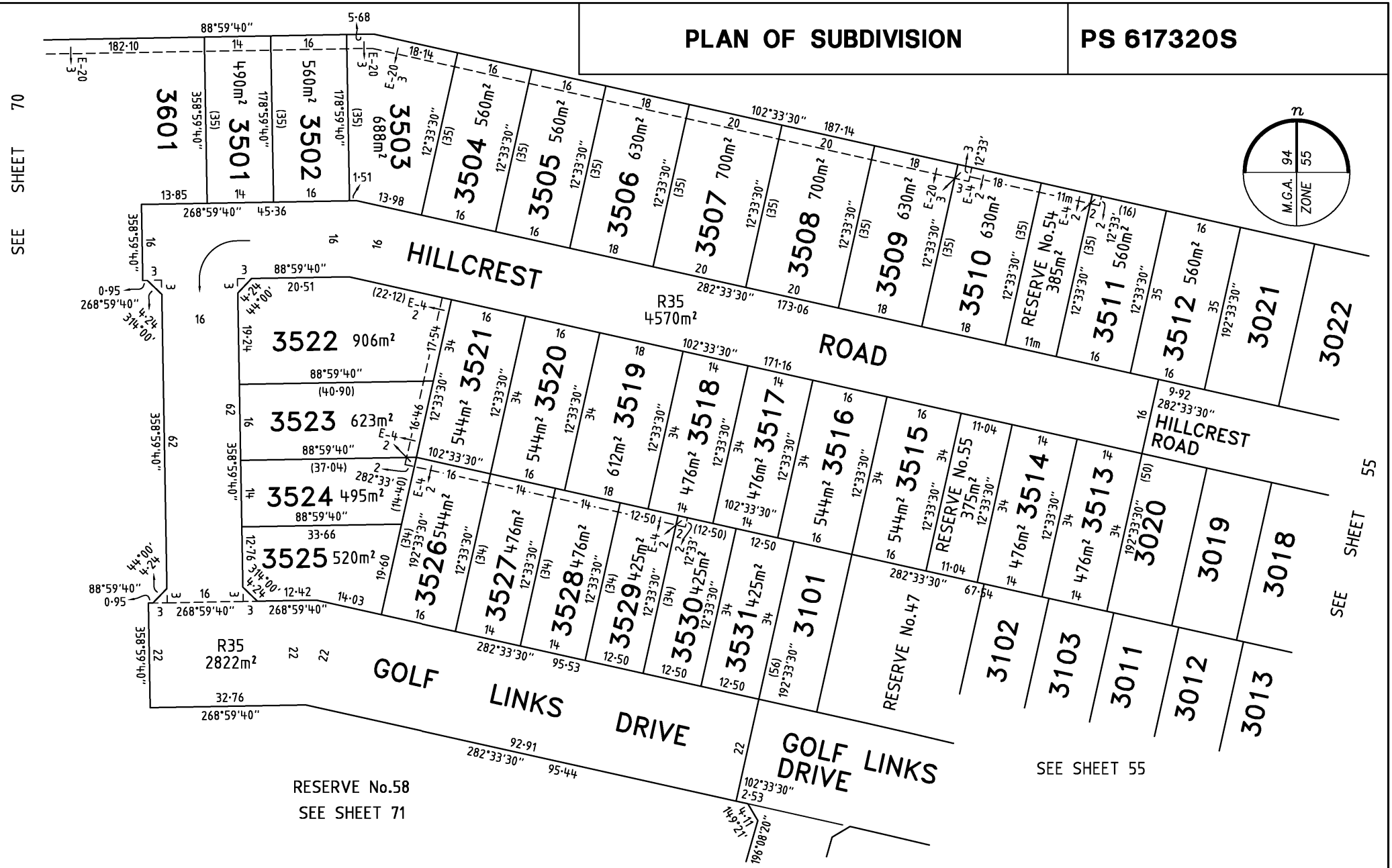
PLAN OF SUBDIVISION

PS 617320S



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MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610353

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

SHEET 67

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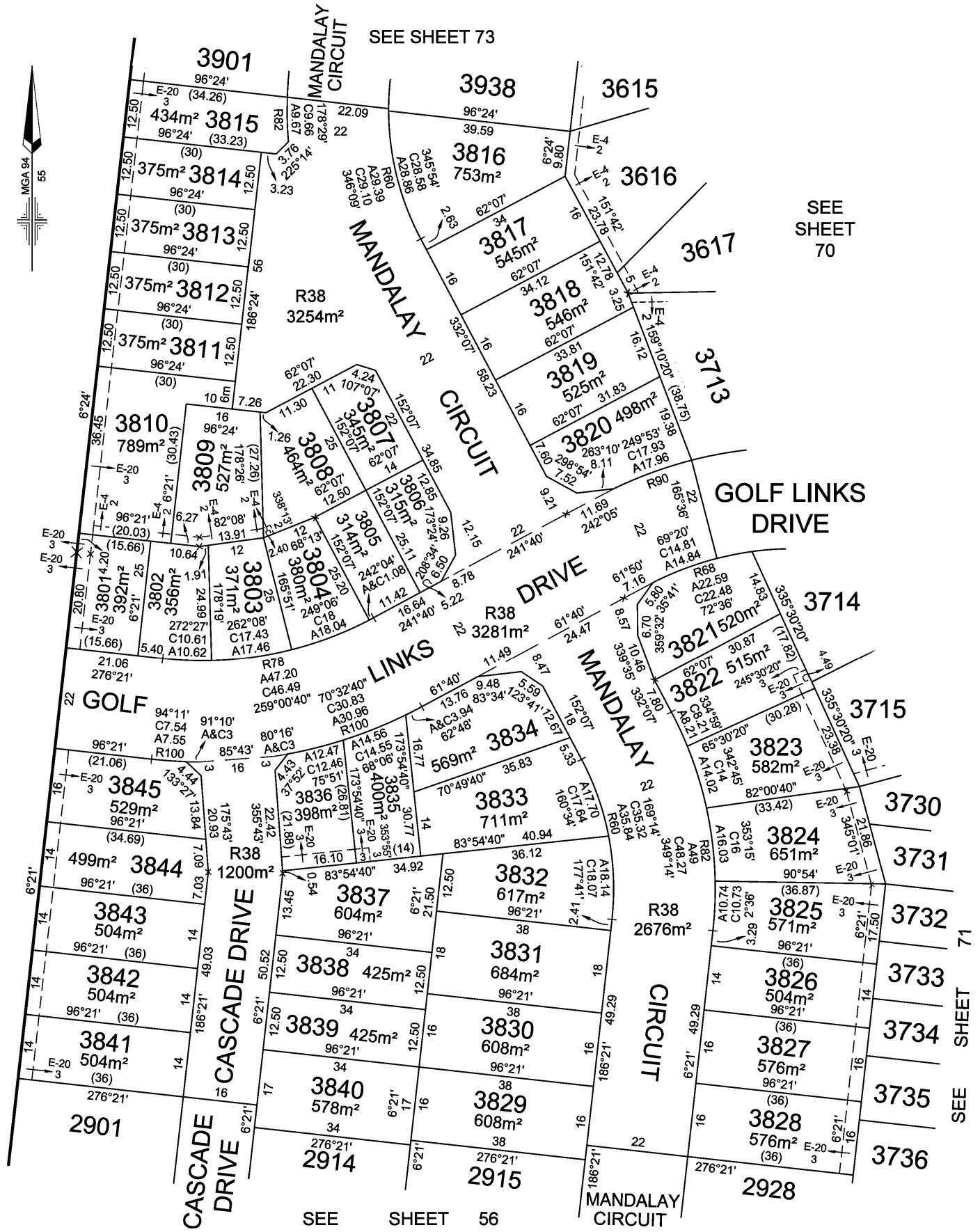
PLAN OF SUBDIVISION

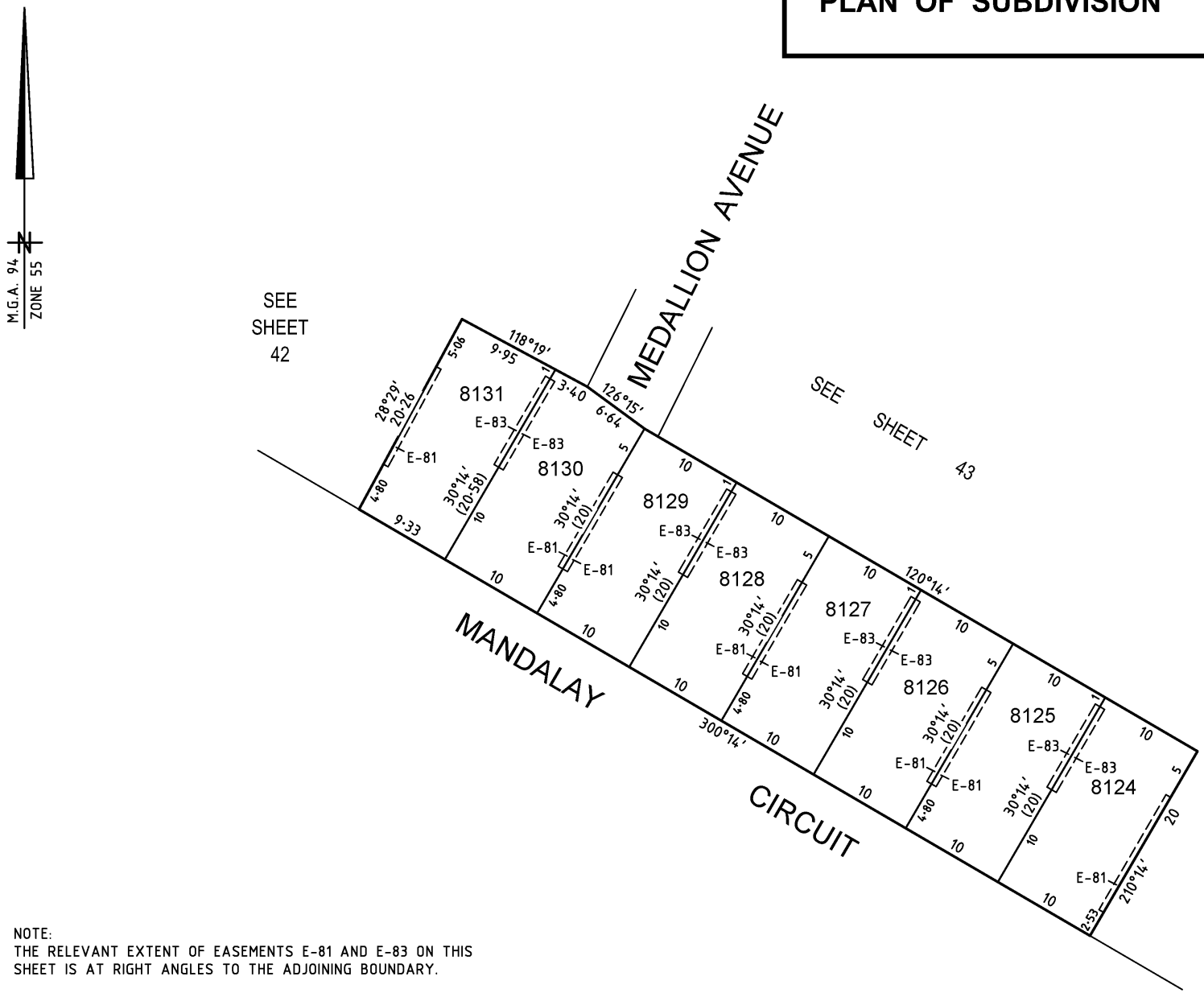
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 23/08/18 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 68

PLAN OF SUBDIVISION

PS 617320S



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

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

SMEC

Melbourne Survey T 9869 0813 F 9869 0901

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

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

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

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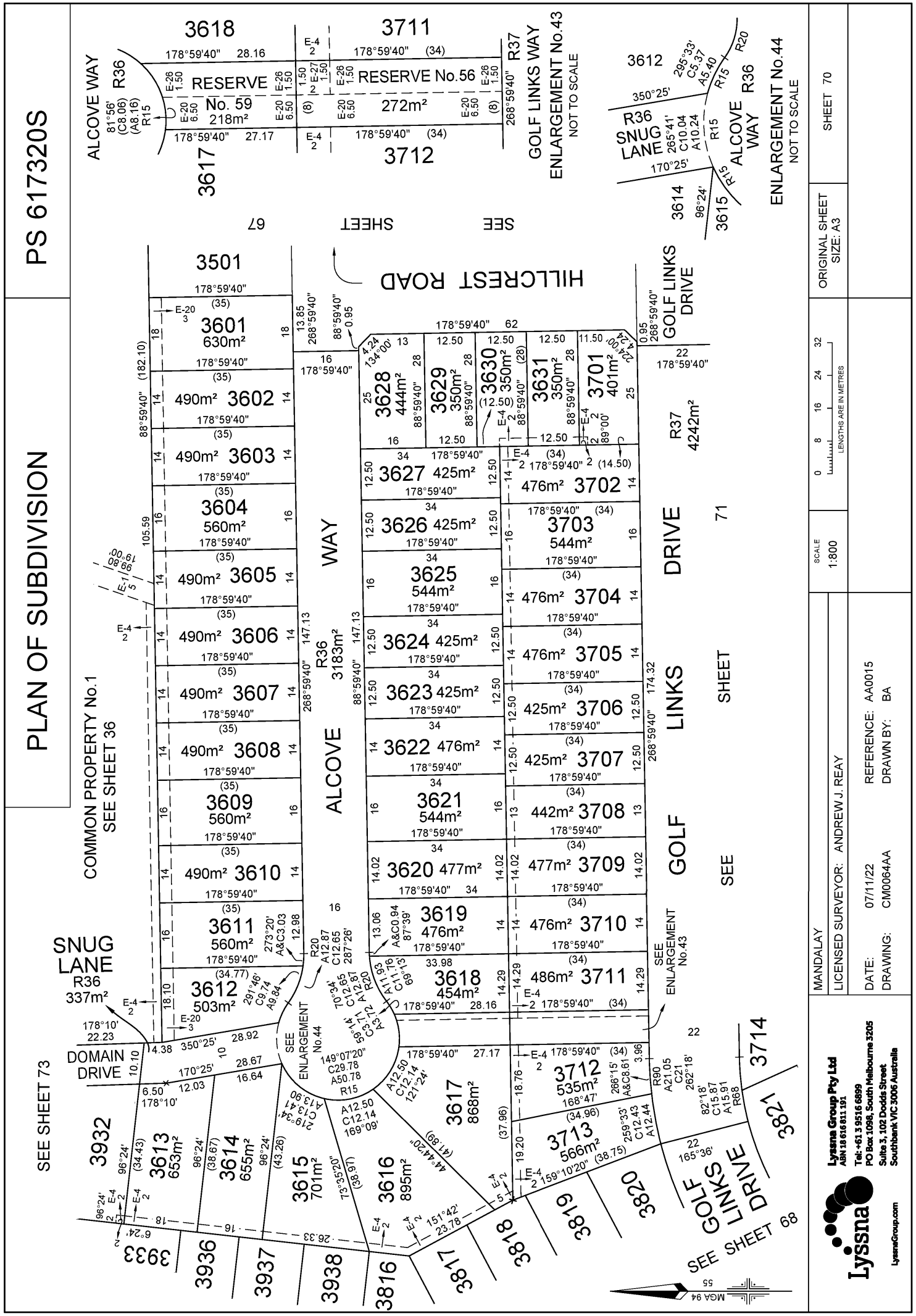
PS 617320S

PLAN OF SUBDIVISION



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

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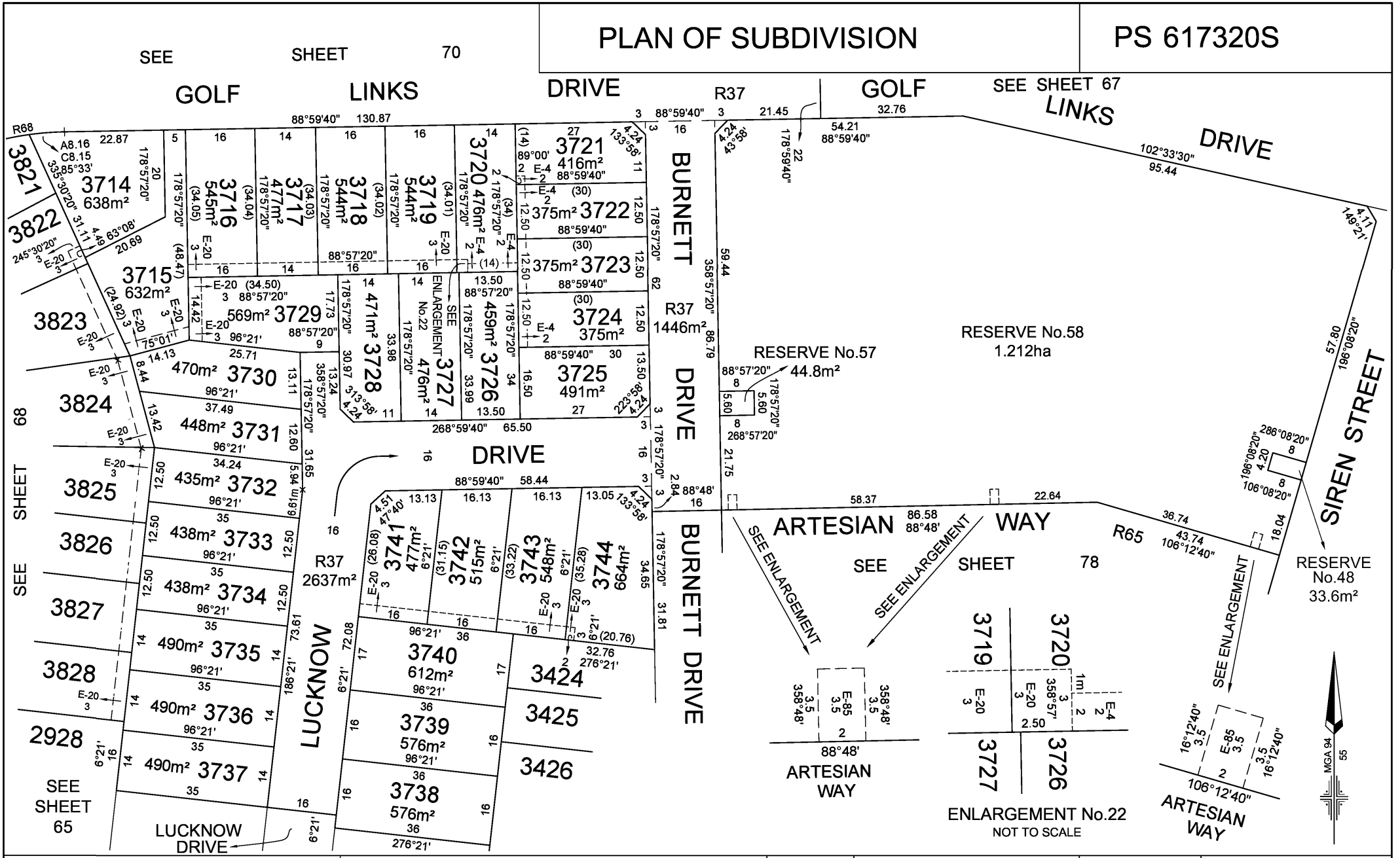
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



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

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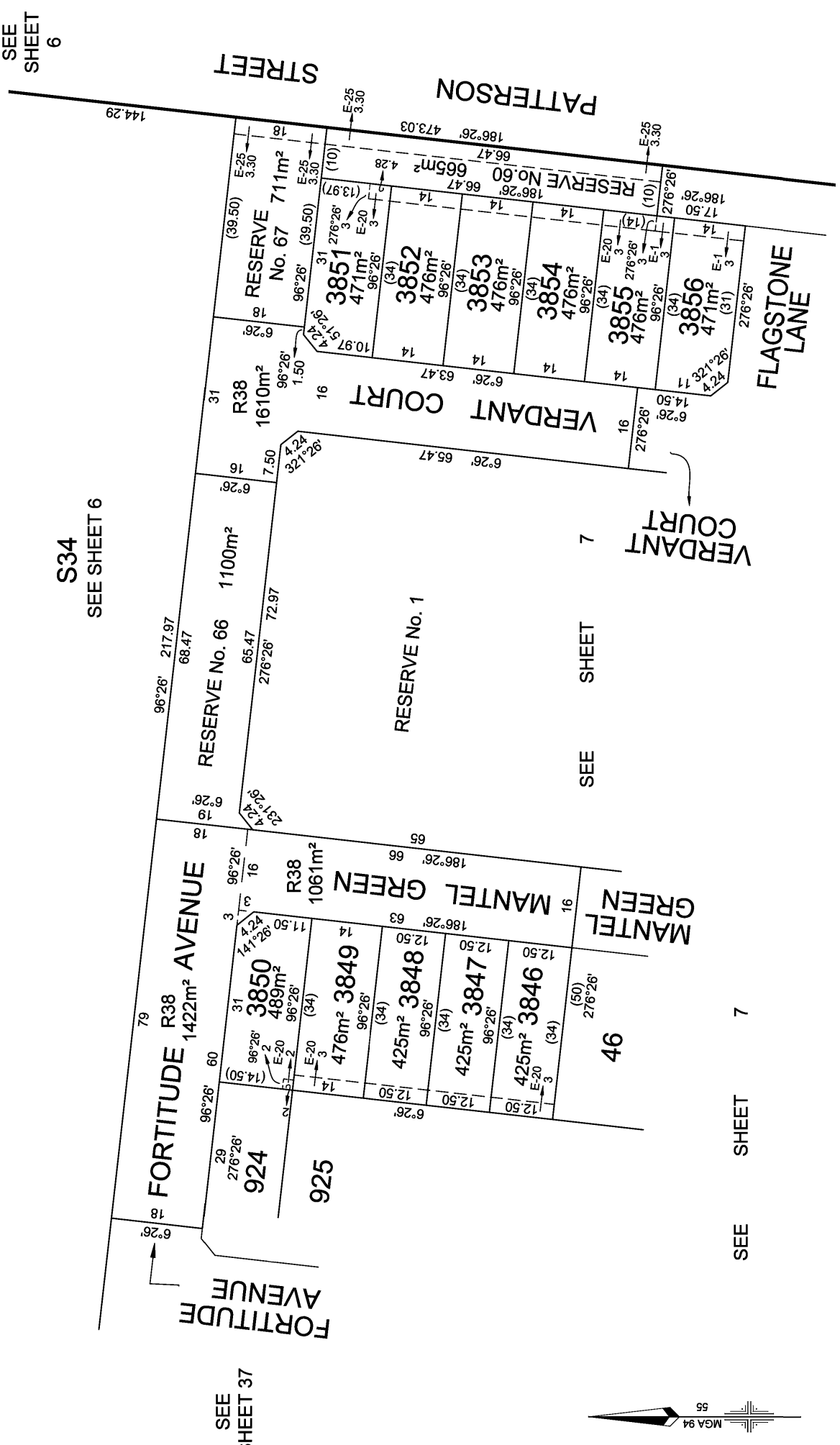
PLAN OF SUBDIVISION

PS 617320S



		SCALE 1:750	SHEET 72
MANDALAY - 38			ORIGINAL SHEET SIZE: A3
LICENSED SURVEYOR: ANDREW J. REAY			
DATE: 23/08/18	REFERENCE: AA0015		
DRAWING: CM0061AB	DRAWN BY: LS		

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LyssnaGroup.com

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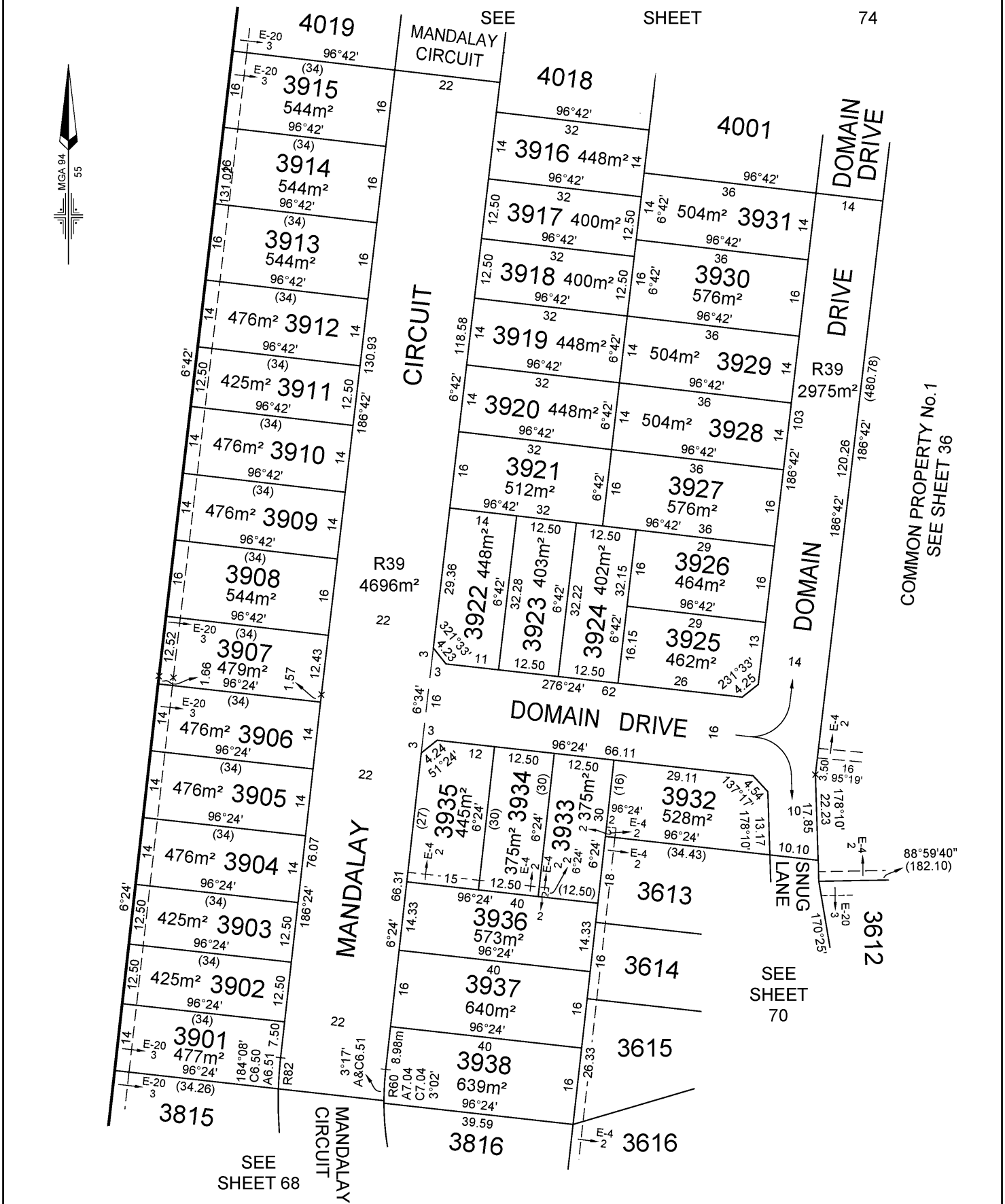
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 07/11/22 REFERENCE: AA0015

DRAWING: CM0064AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 73

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Southbank VIC 3006 Australia
LyssnaGroup.com

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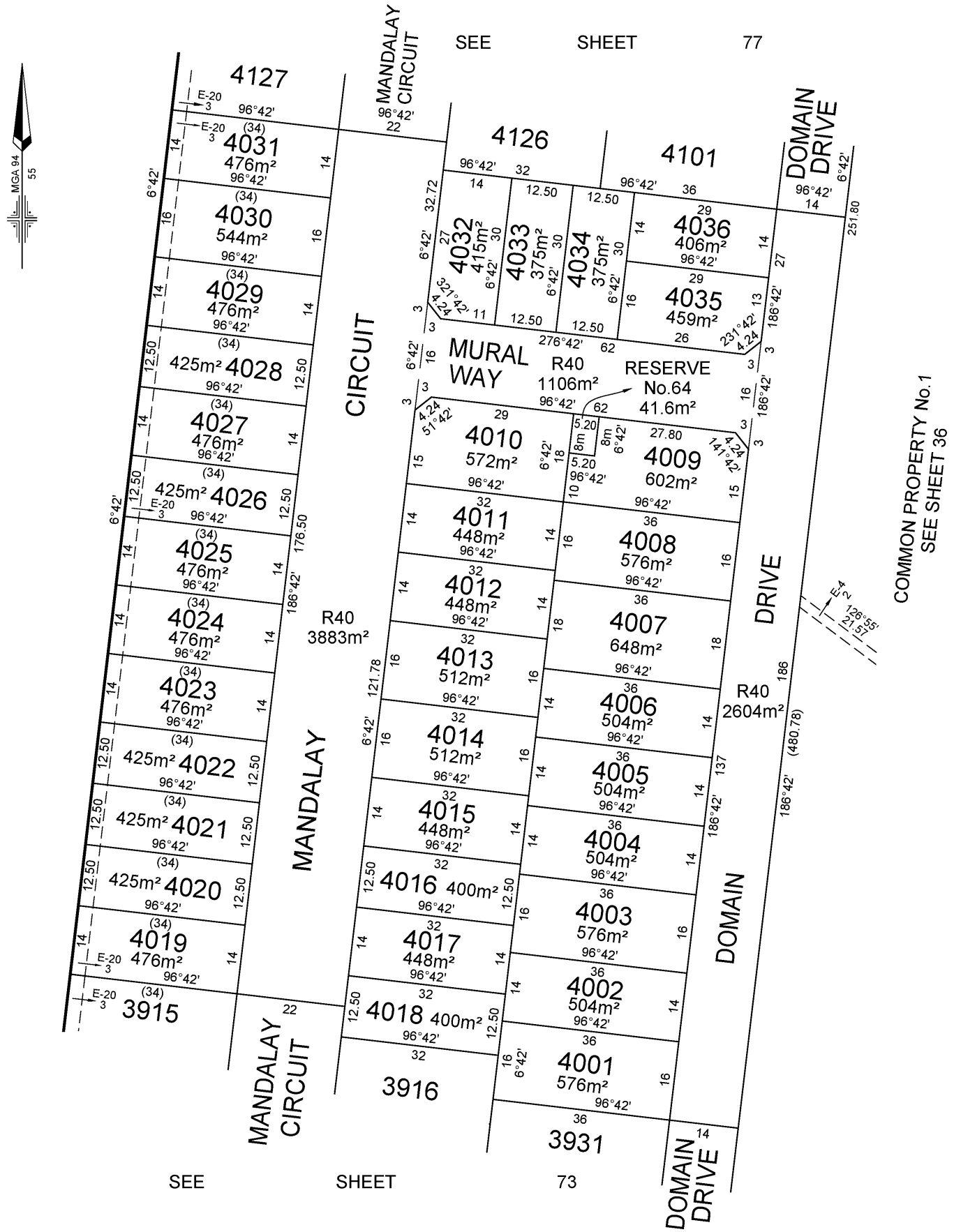
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 07/11/22 REFERENCE: AA0015

DRAWING: CM0064AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 74

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LyssnaGroup.com

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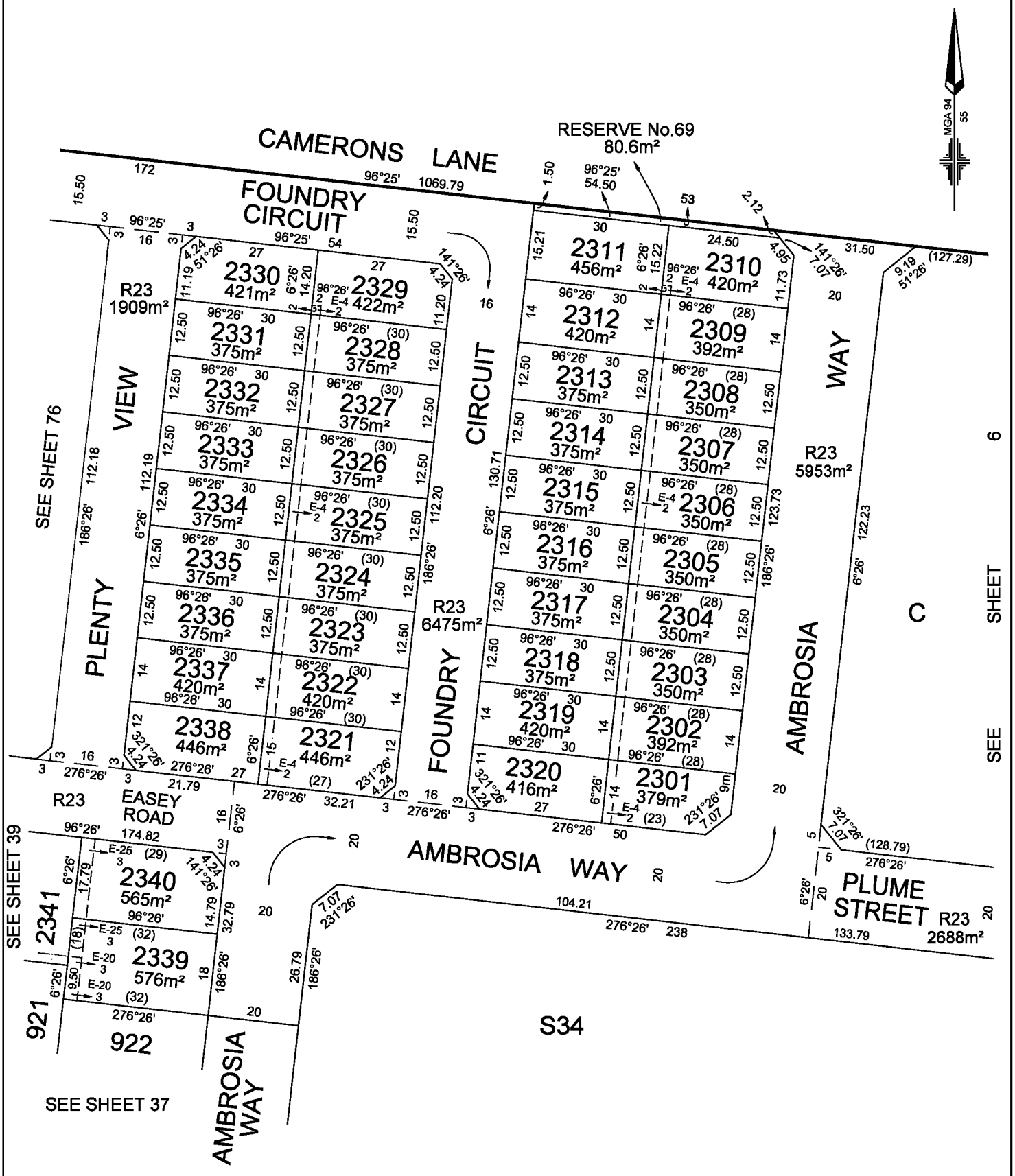
PLAN OF SUBDIVISION

PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0094AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 75

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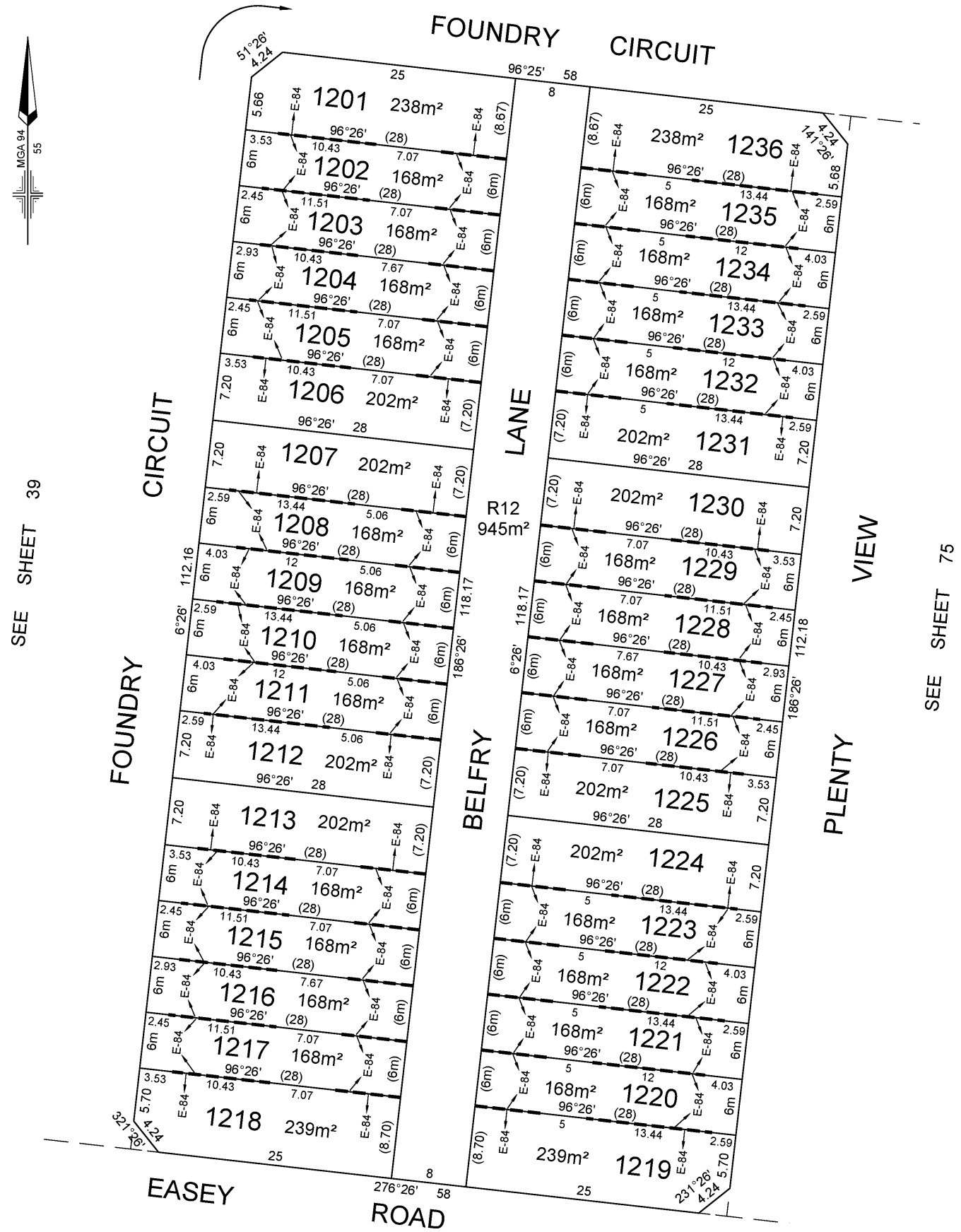
PLAN OF SUBDIVISION

PS 617320S



MANDALAY - 12	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:400	0 4 8 12 16 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 17/06/19 REFERENCE: AA0015 DRAWING: CM0012AA DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 76

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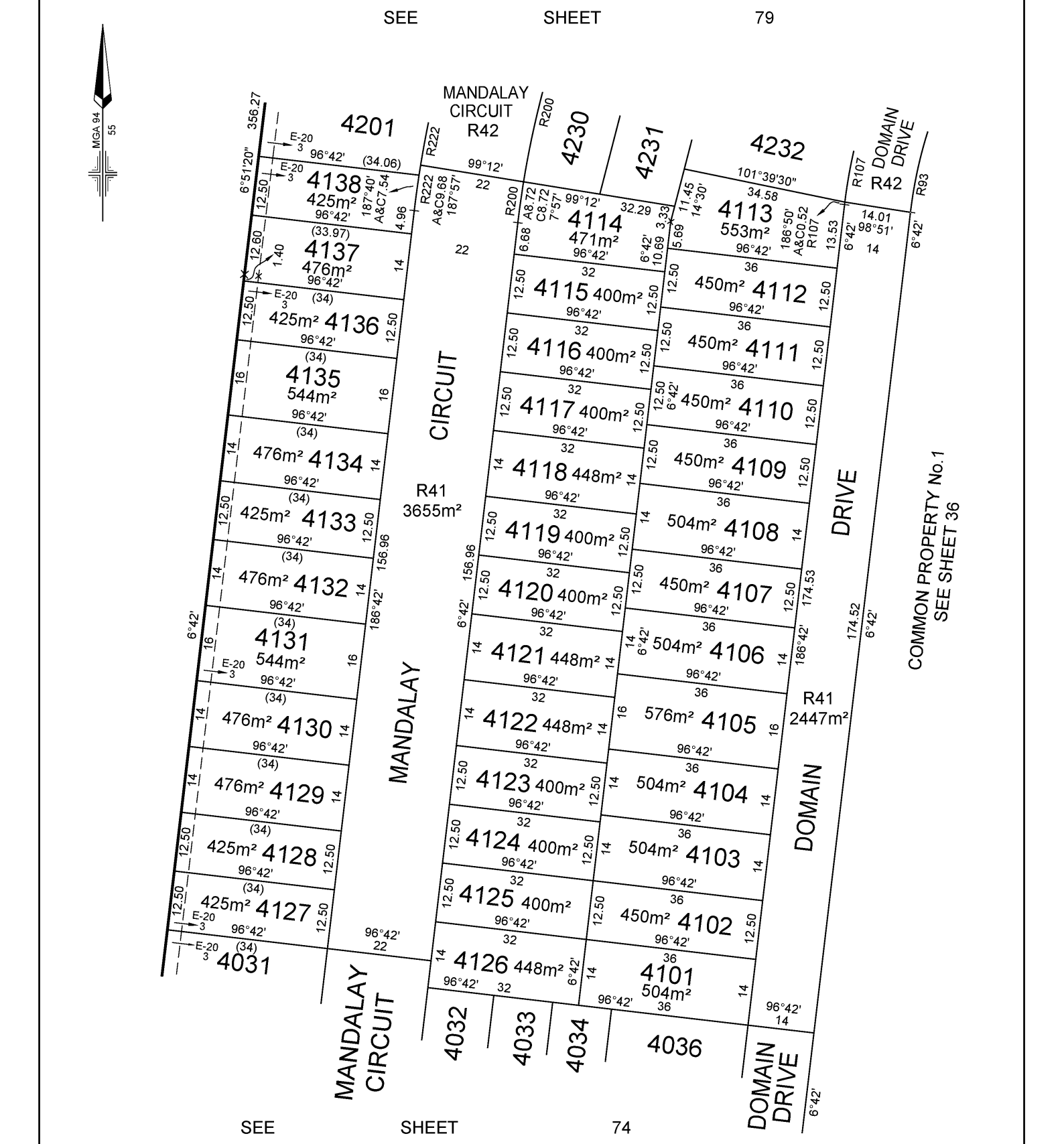
PLAN OF SUBDIVISION

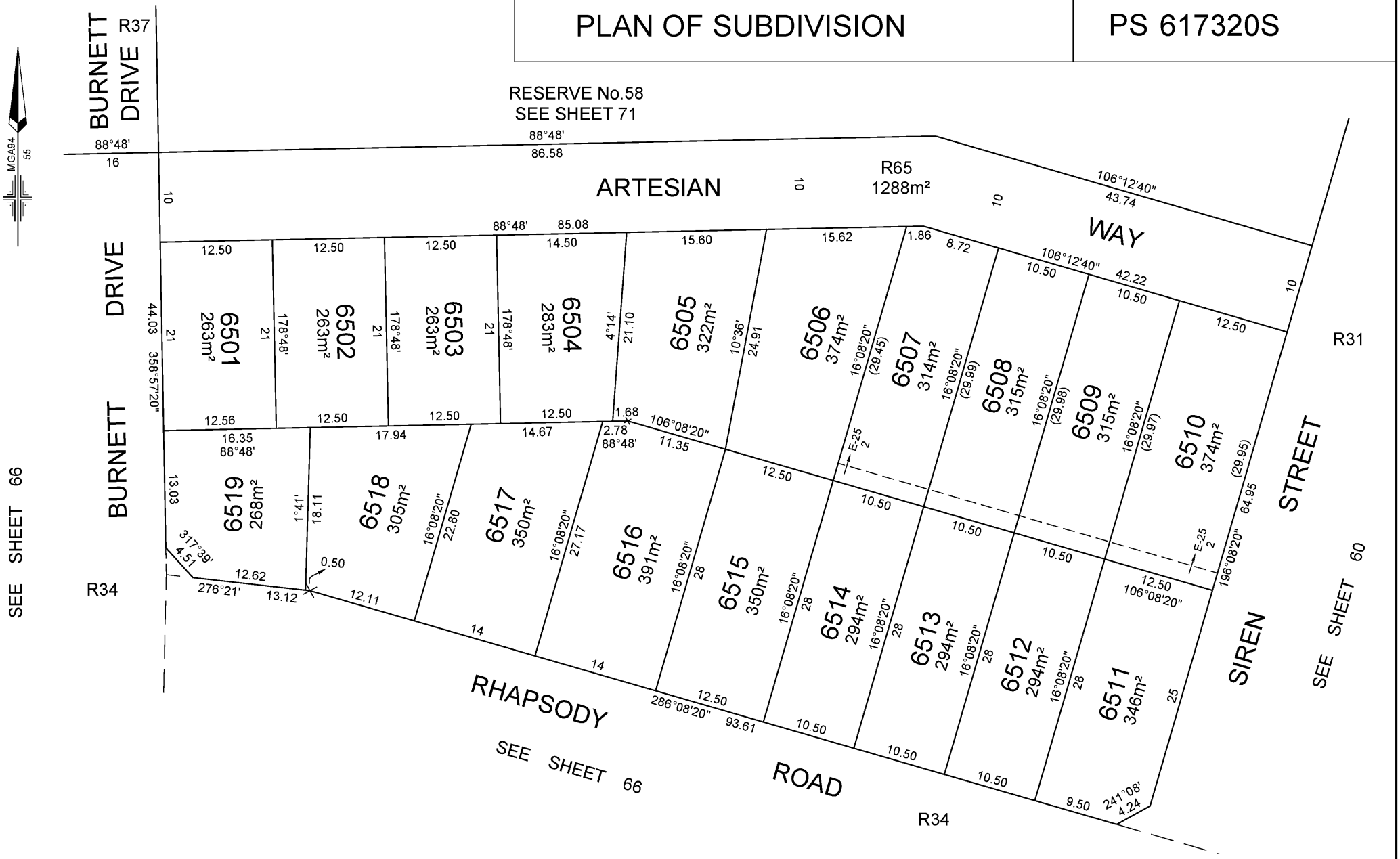
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



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

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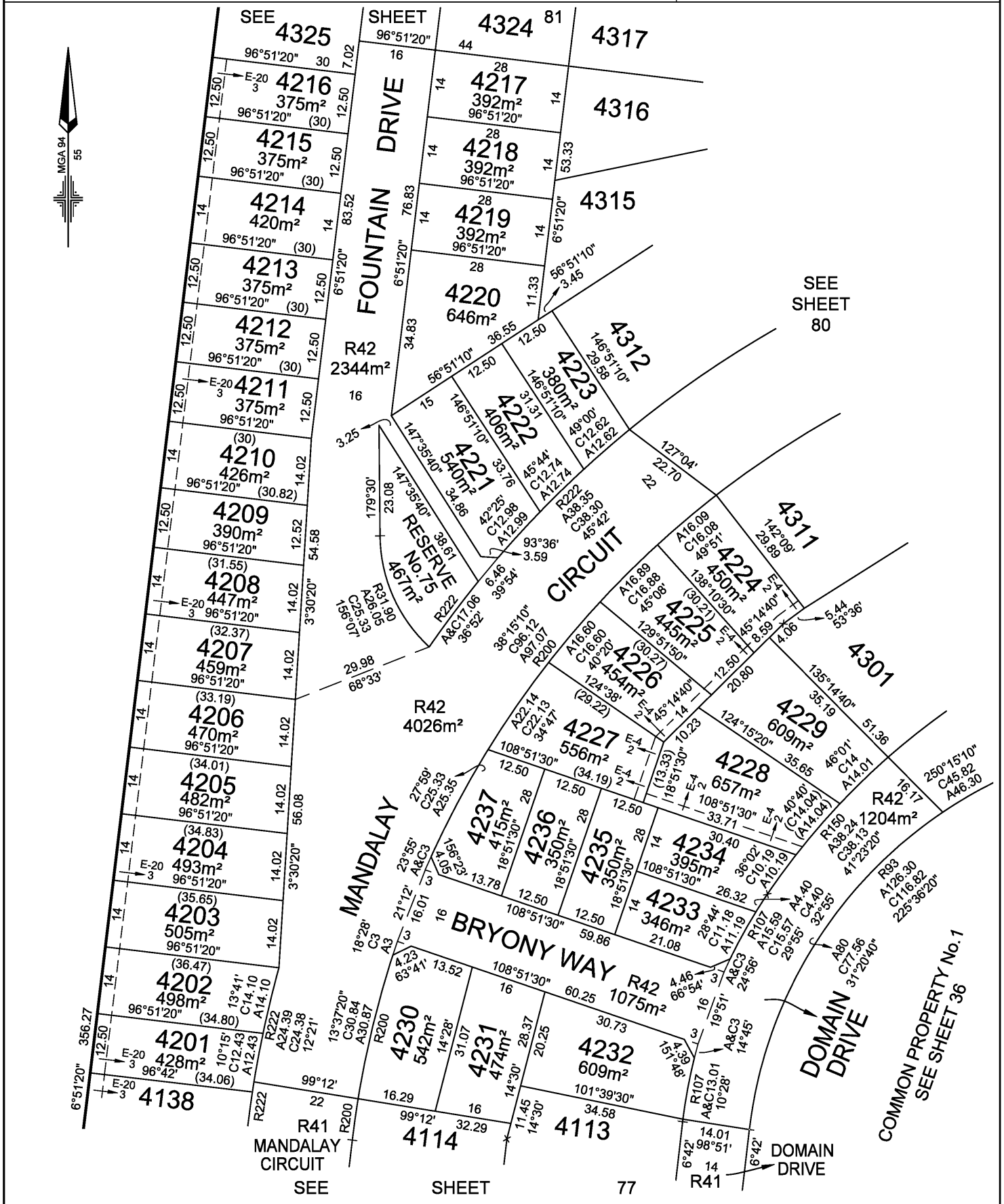
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 27/05/22 REFERENCE: AA0015

DRAWING: CM0043AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 79

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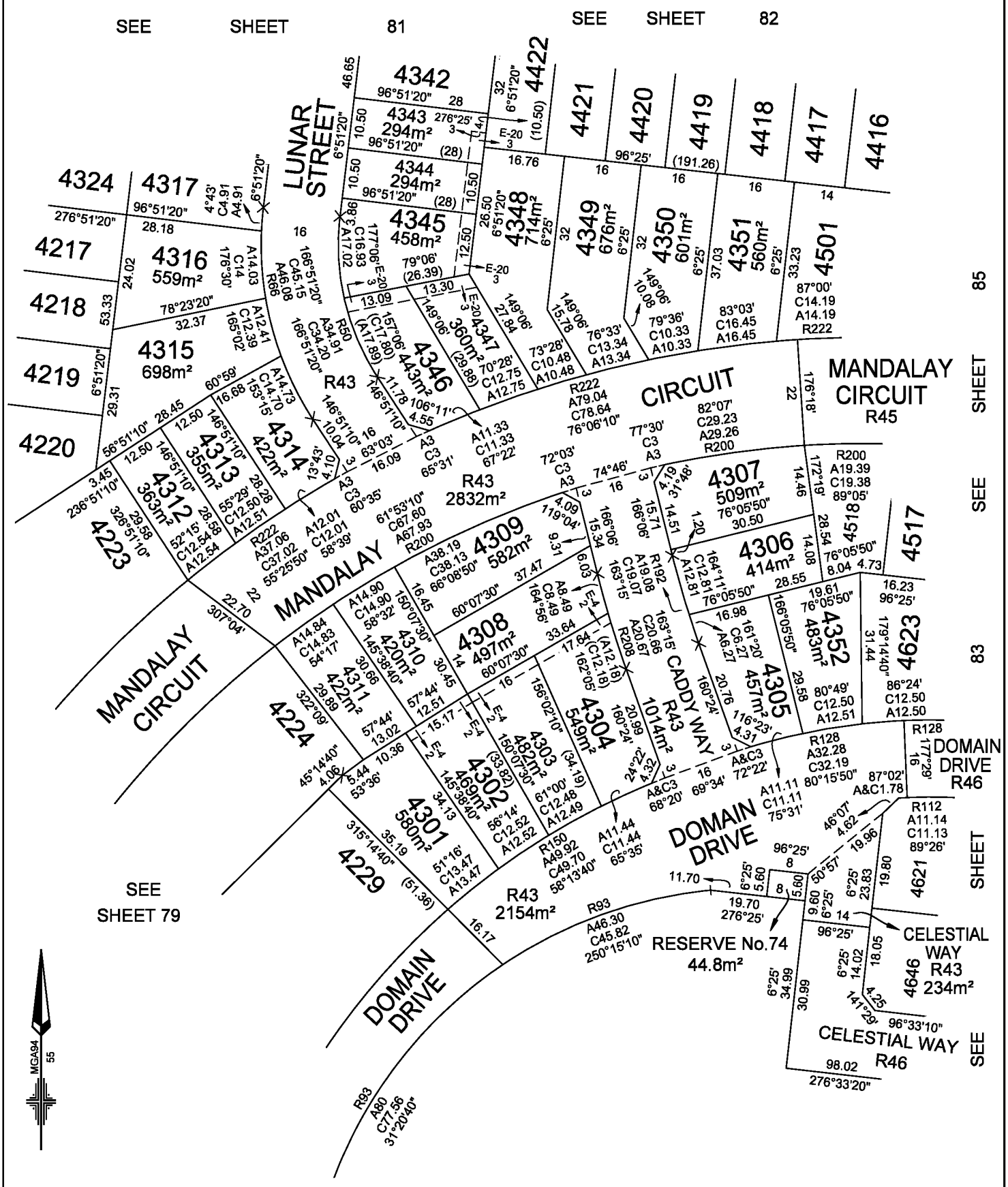
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 19/08/22 REFERENCE: AA0015

DRAWING: CM0045AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 80

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Southbank VIC 3006 Australia
LyssnaGroup.com

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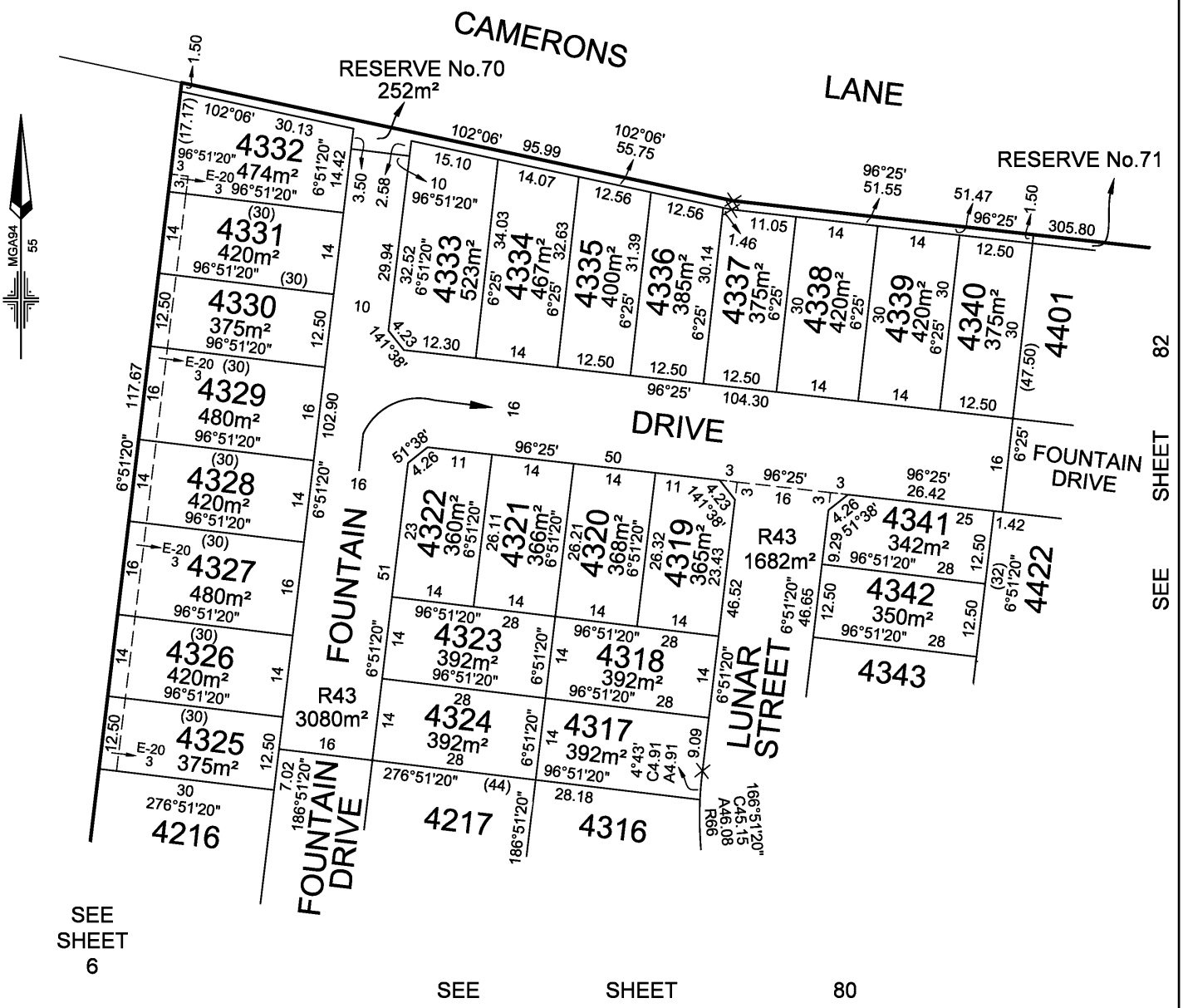
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

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

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 27/05/22 REFERENCE: AA0015

DRAWING: CM044AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 81

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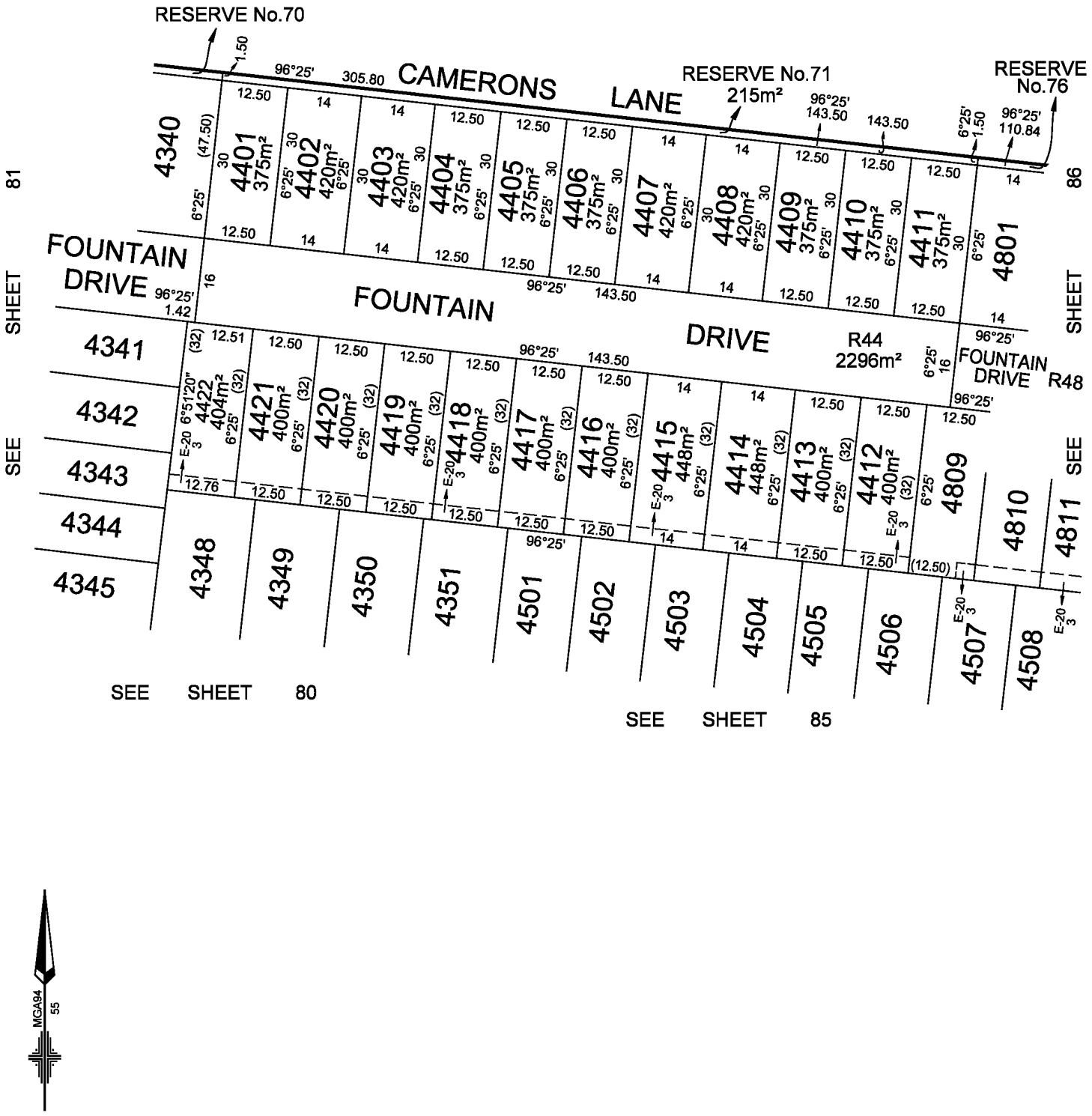
PLAN OF SUBDIVISION

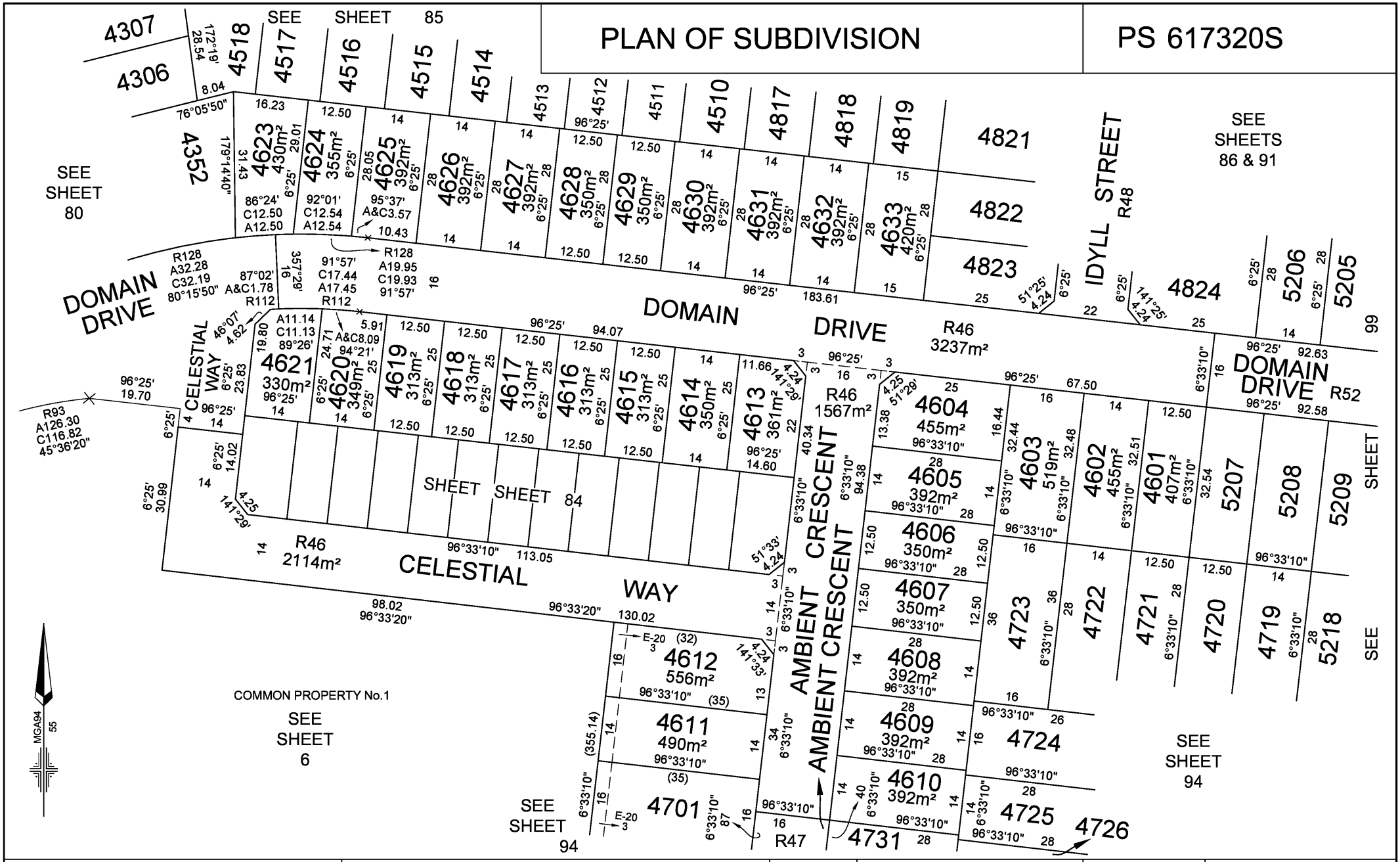
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 19/08/22	REFERENCE: AA0015		ORIGINAL SHEET SIZE: A3 SHEET 82
	DRAWING: CM0048AA	DRAWN BY: BA		

PLAN OF SUBDIVISION

PS 617320S



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

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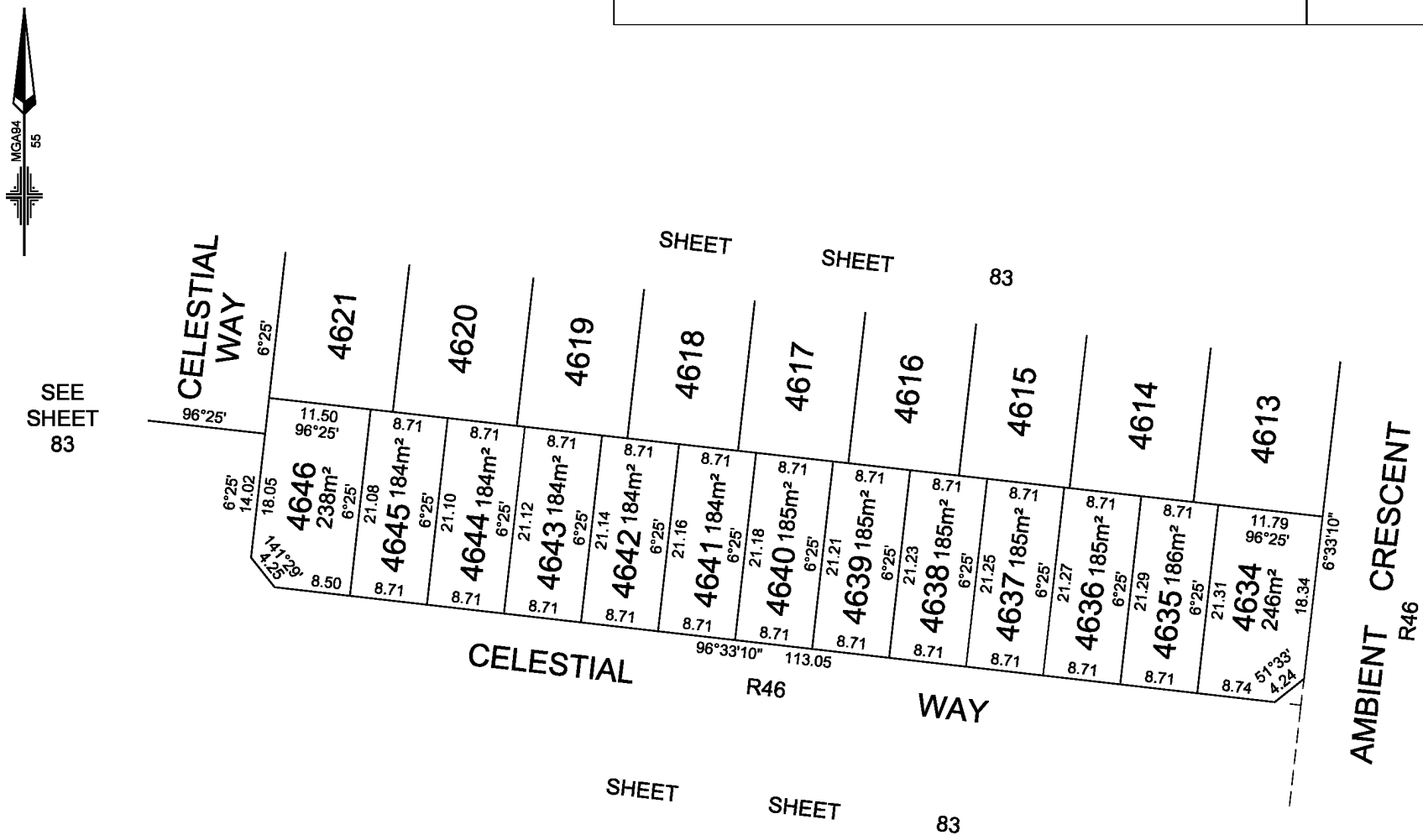
PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 84
	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0046AA DRAWN BY: BA				

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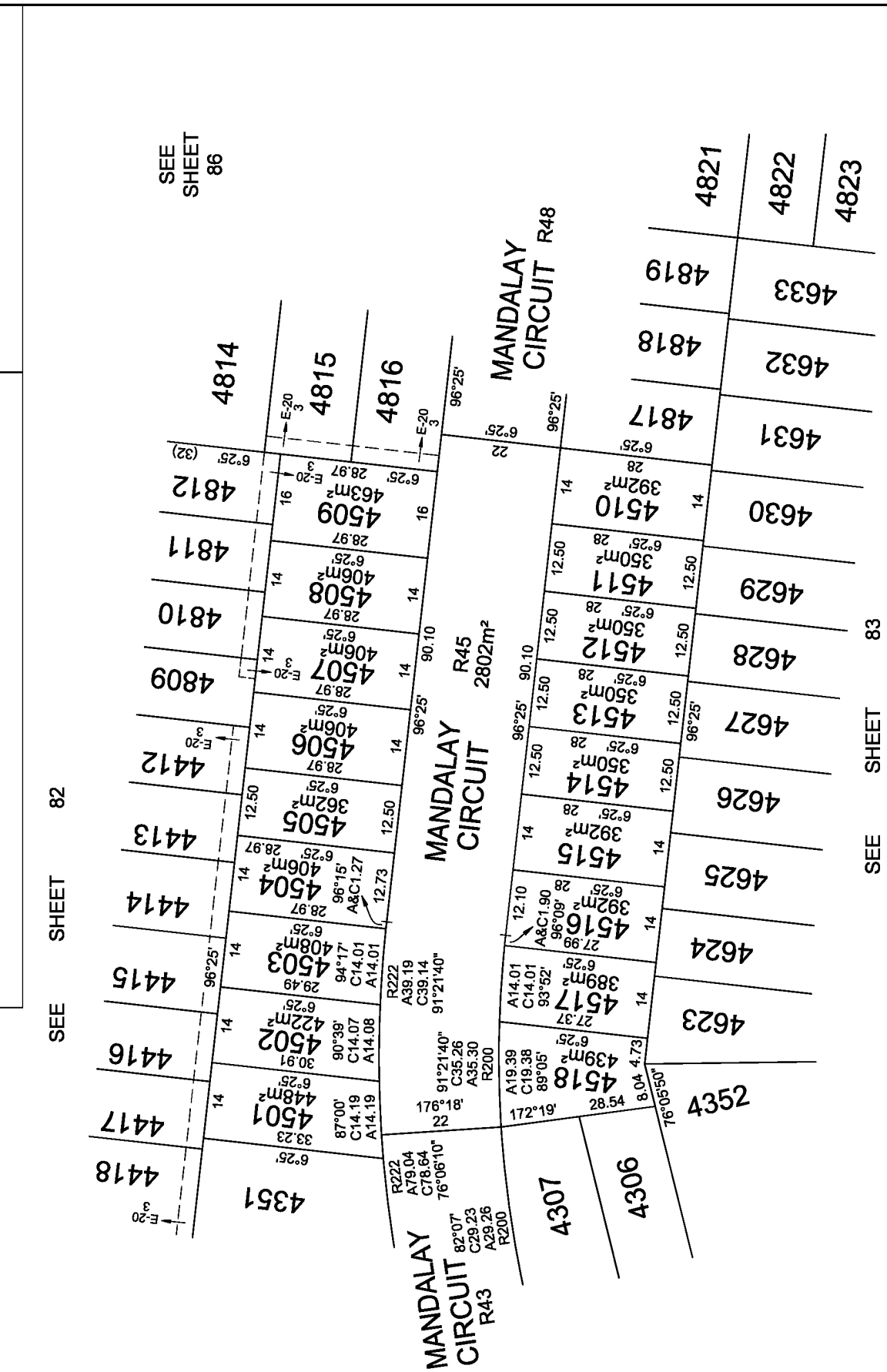
PLAN OF SUBDIVISION

PS 617320S



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

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

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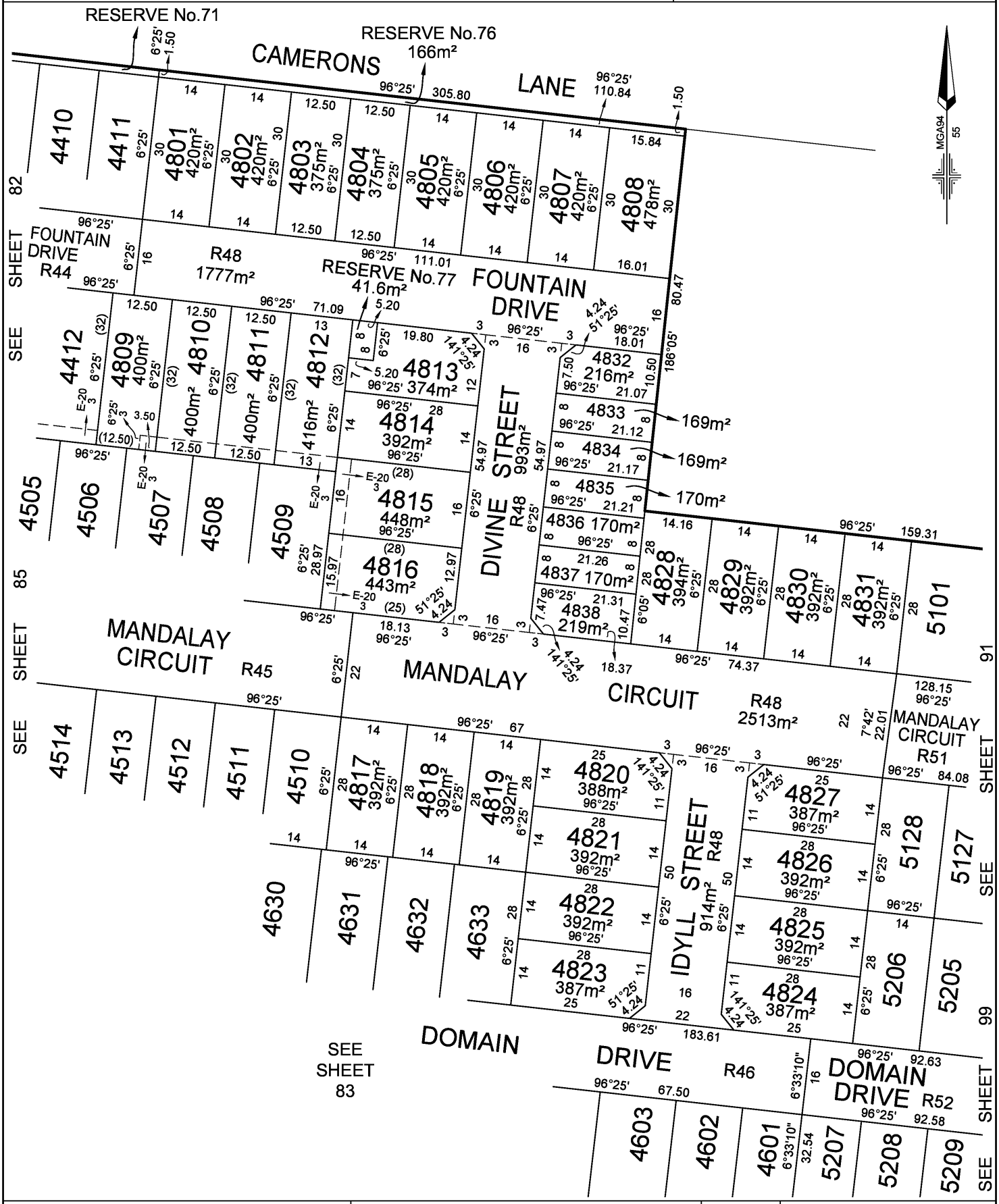
PLAN OF SUBDIVISION

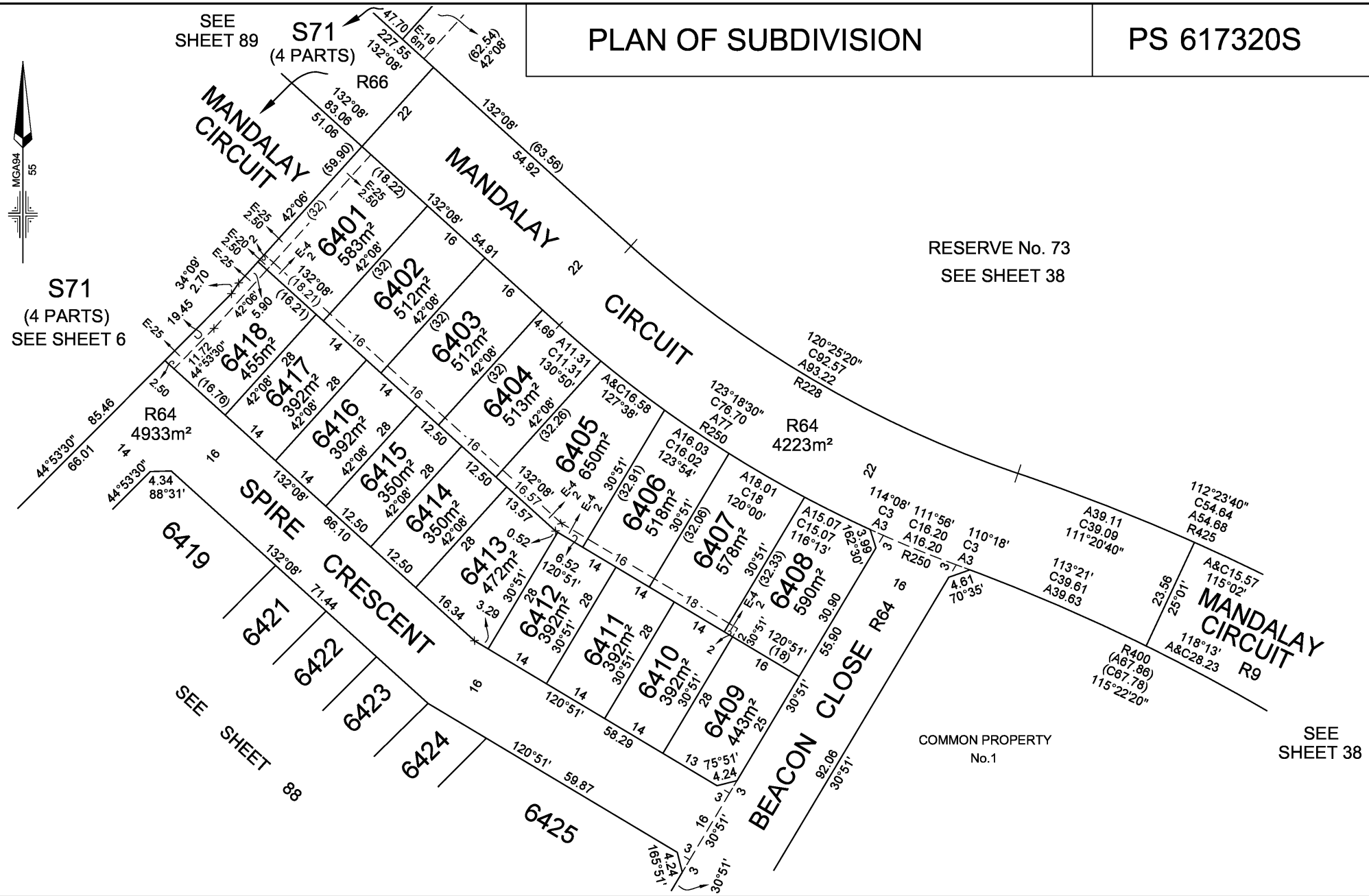
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



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

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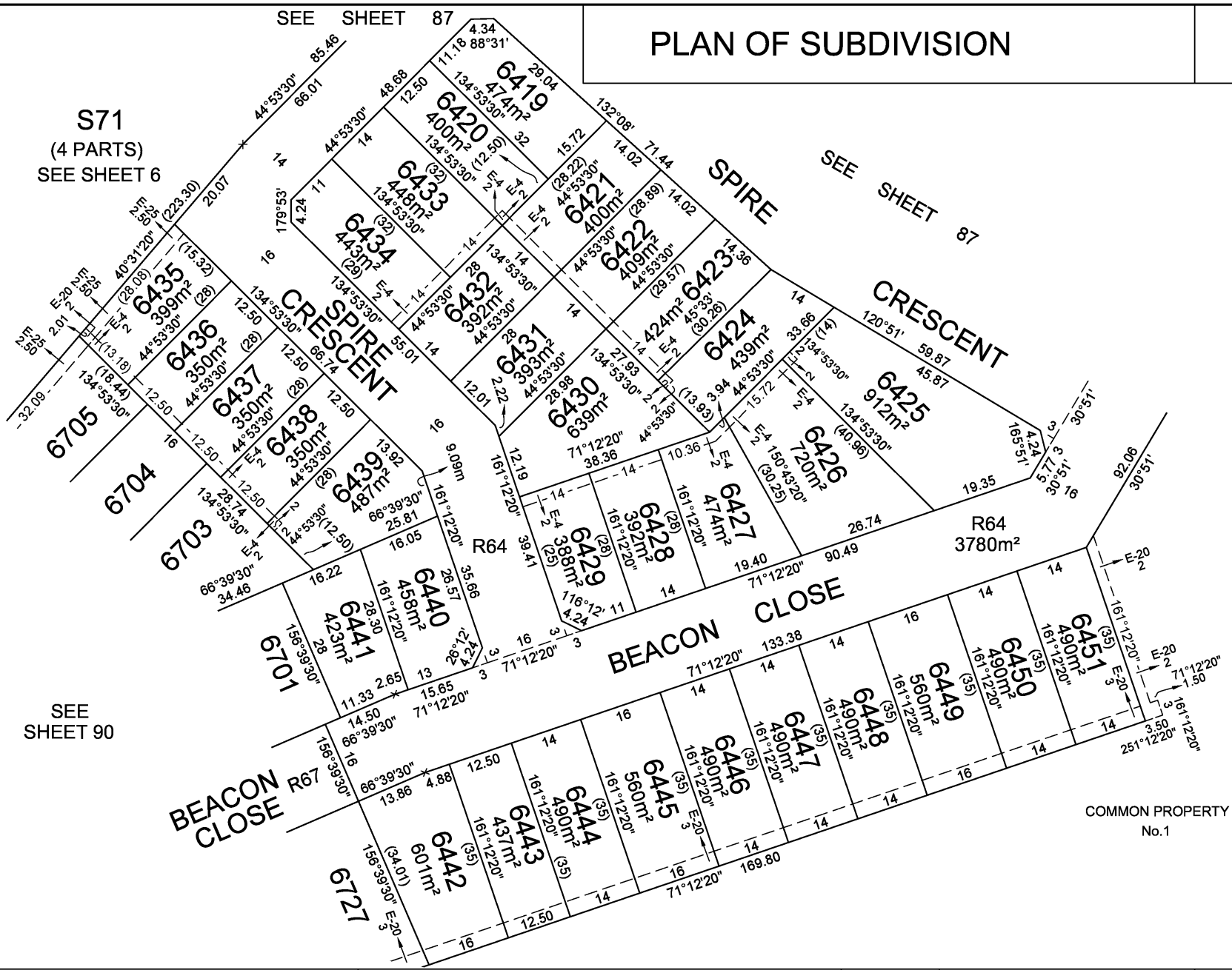
PLAN OF SUBDIVISION

PS 617320S



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

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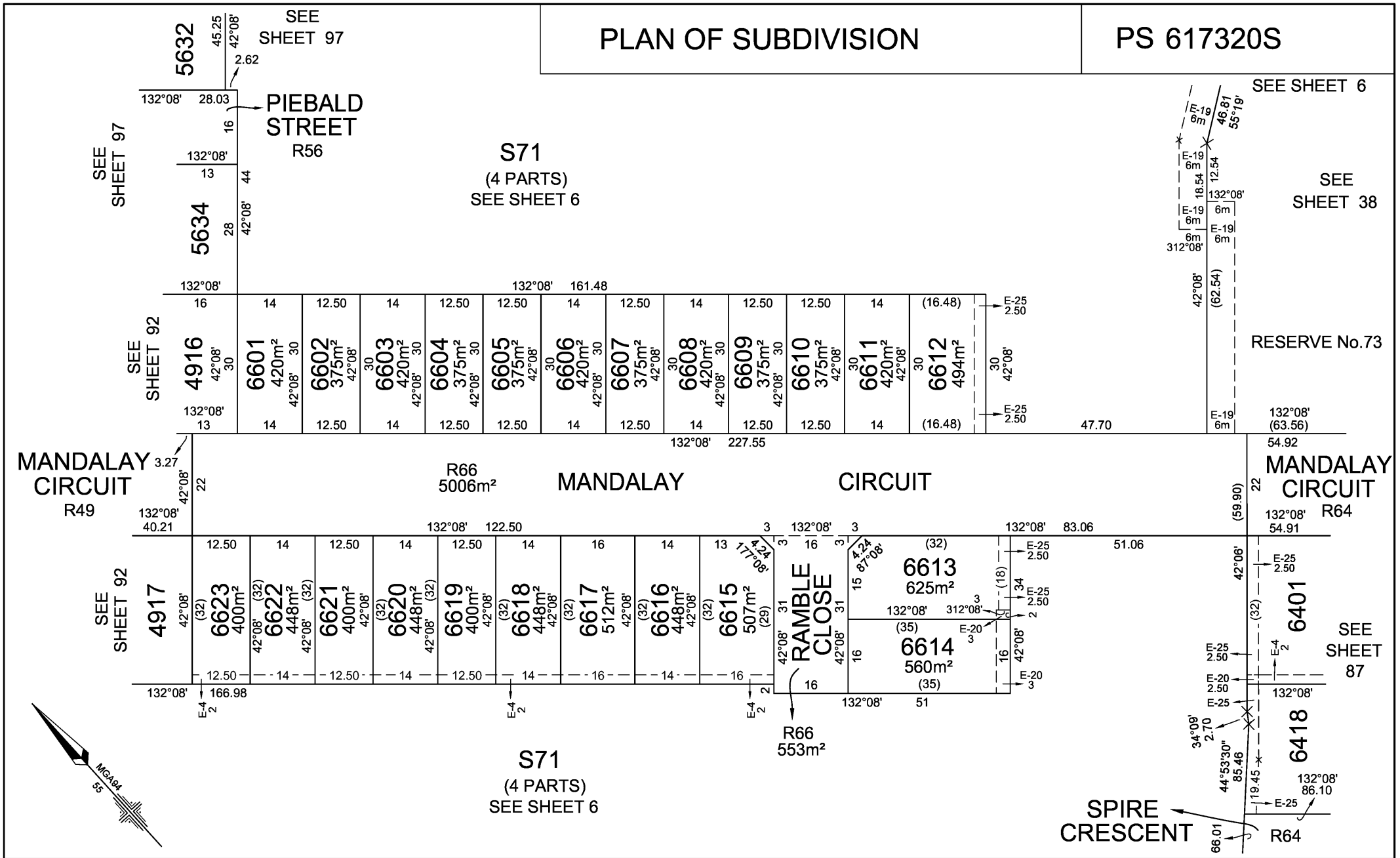
PLAN OF SUBDIVISION

PS 617320S



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

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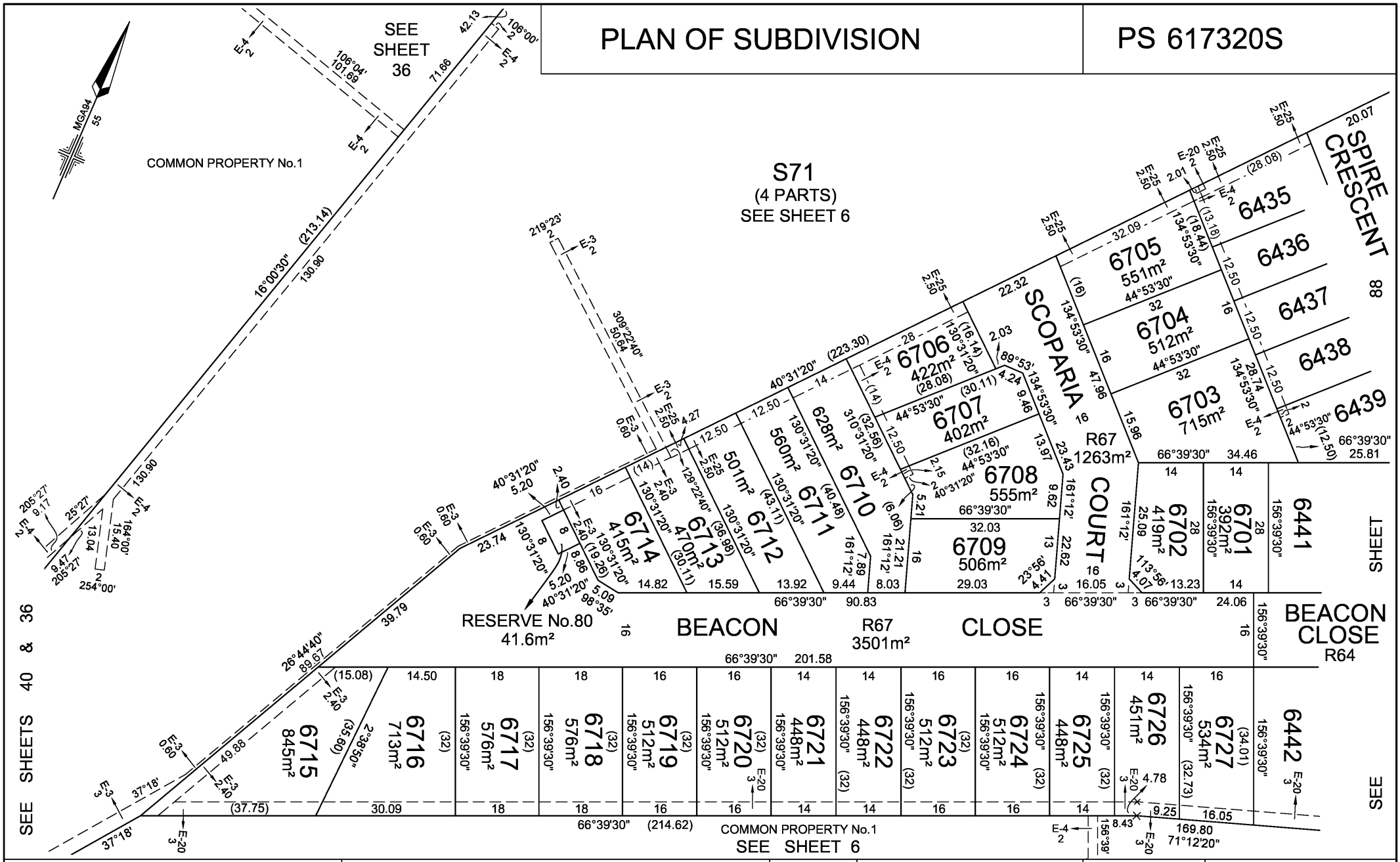
PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 90
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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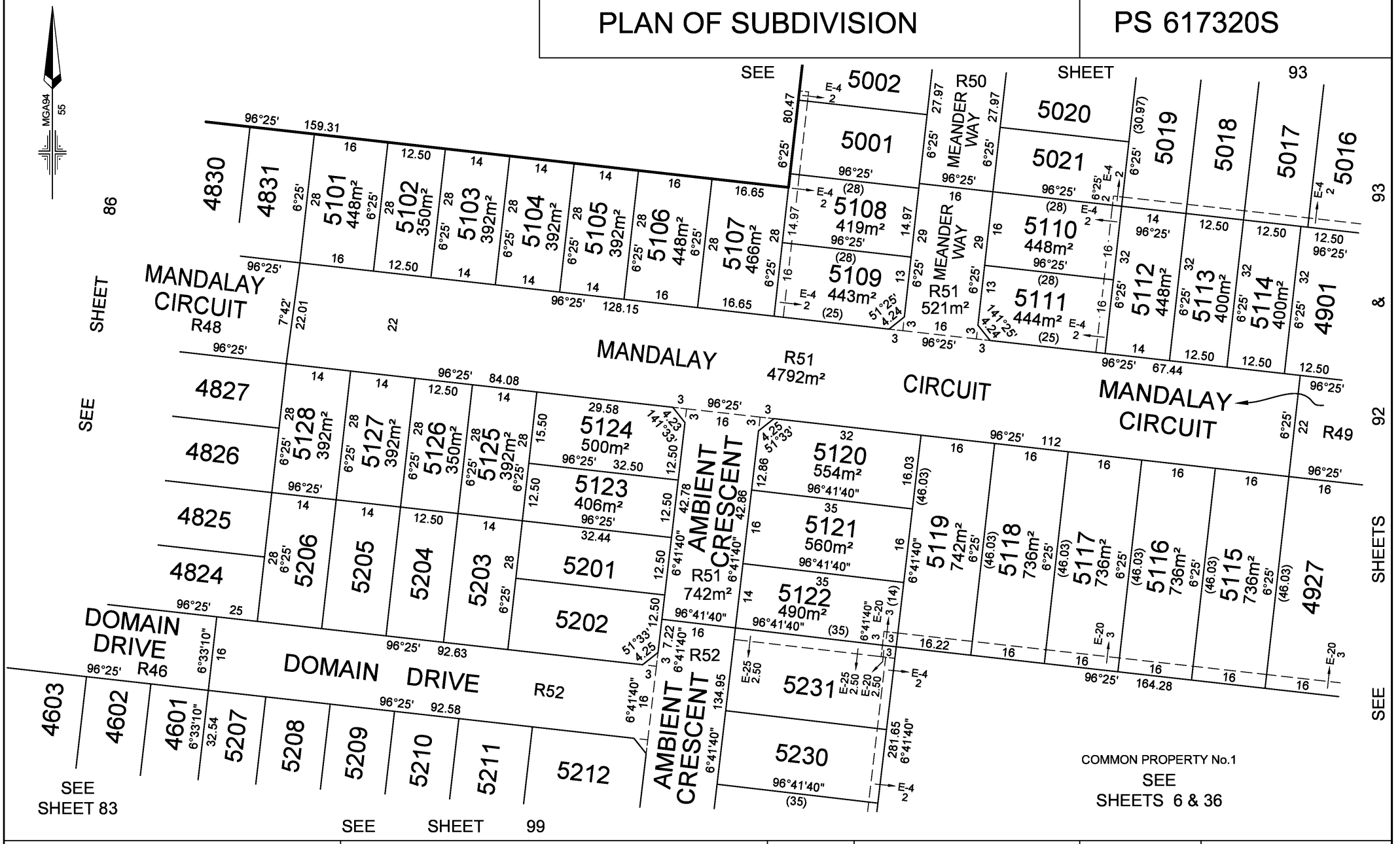
PLAN OF SUBDIVISION

PS 617320S



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

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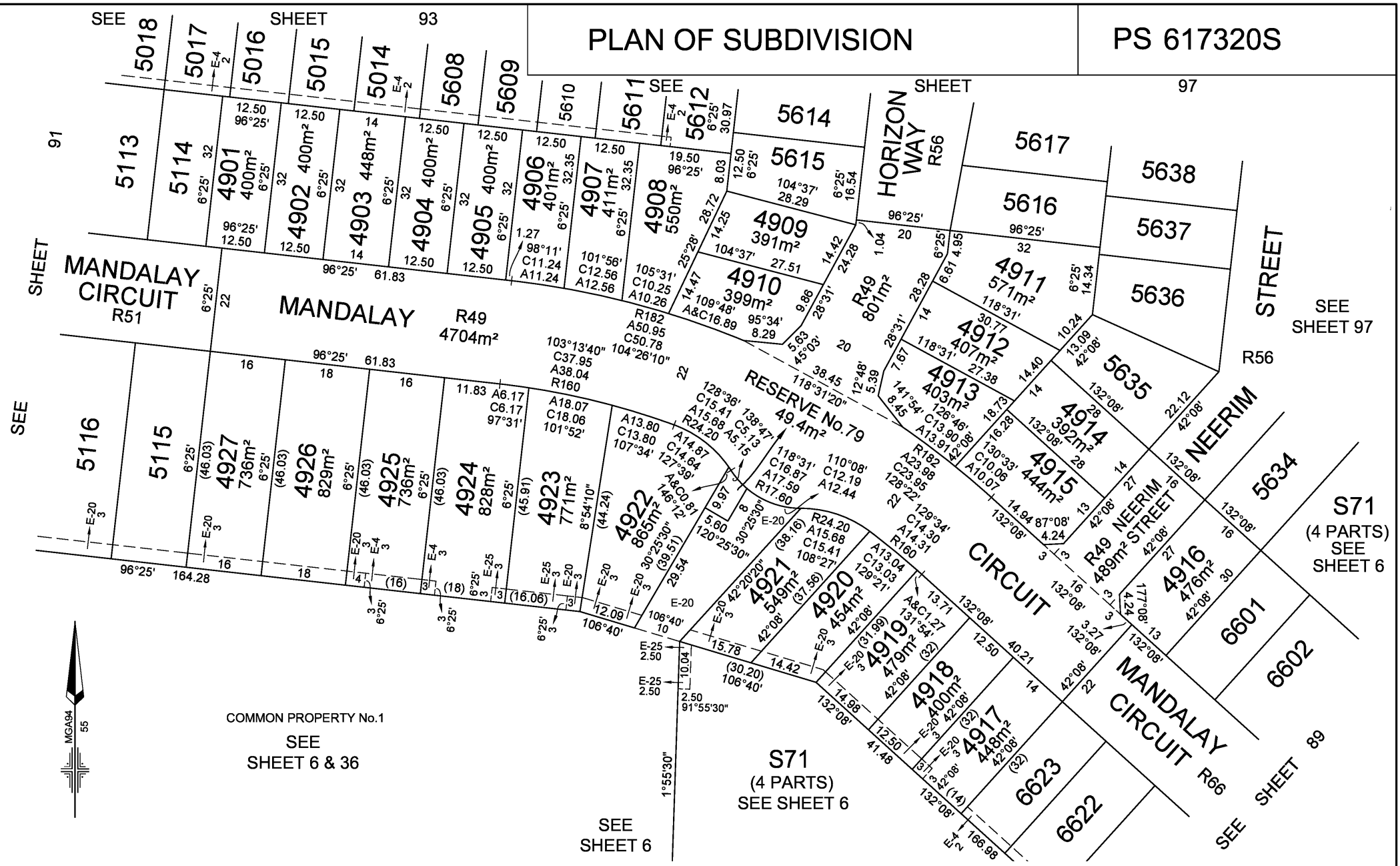
PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 92
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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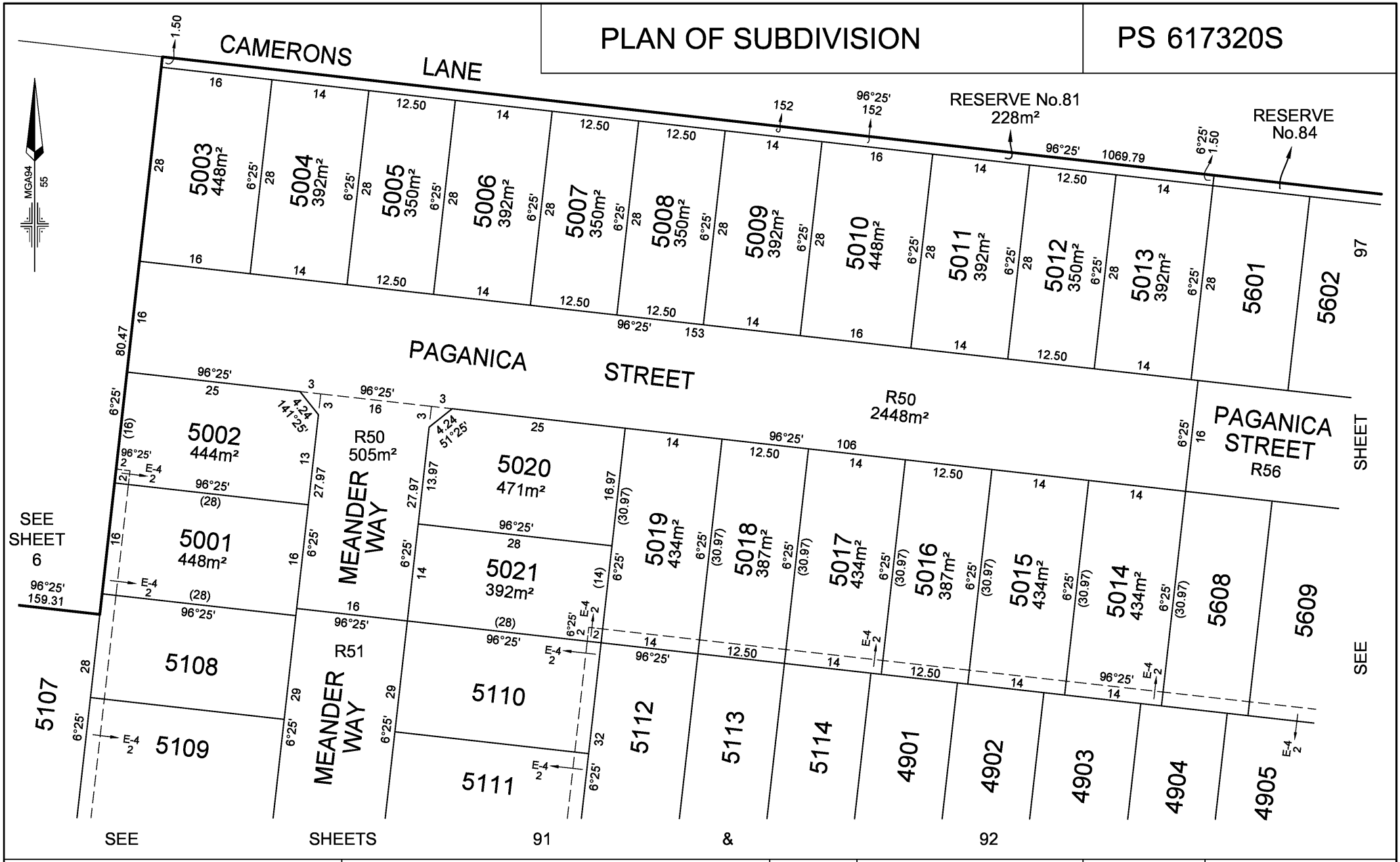
PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 93
	DATE: 02/11/23 REFERENCE: AA0015 DRAWING: CM0056AA DRAWN BY: BA				

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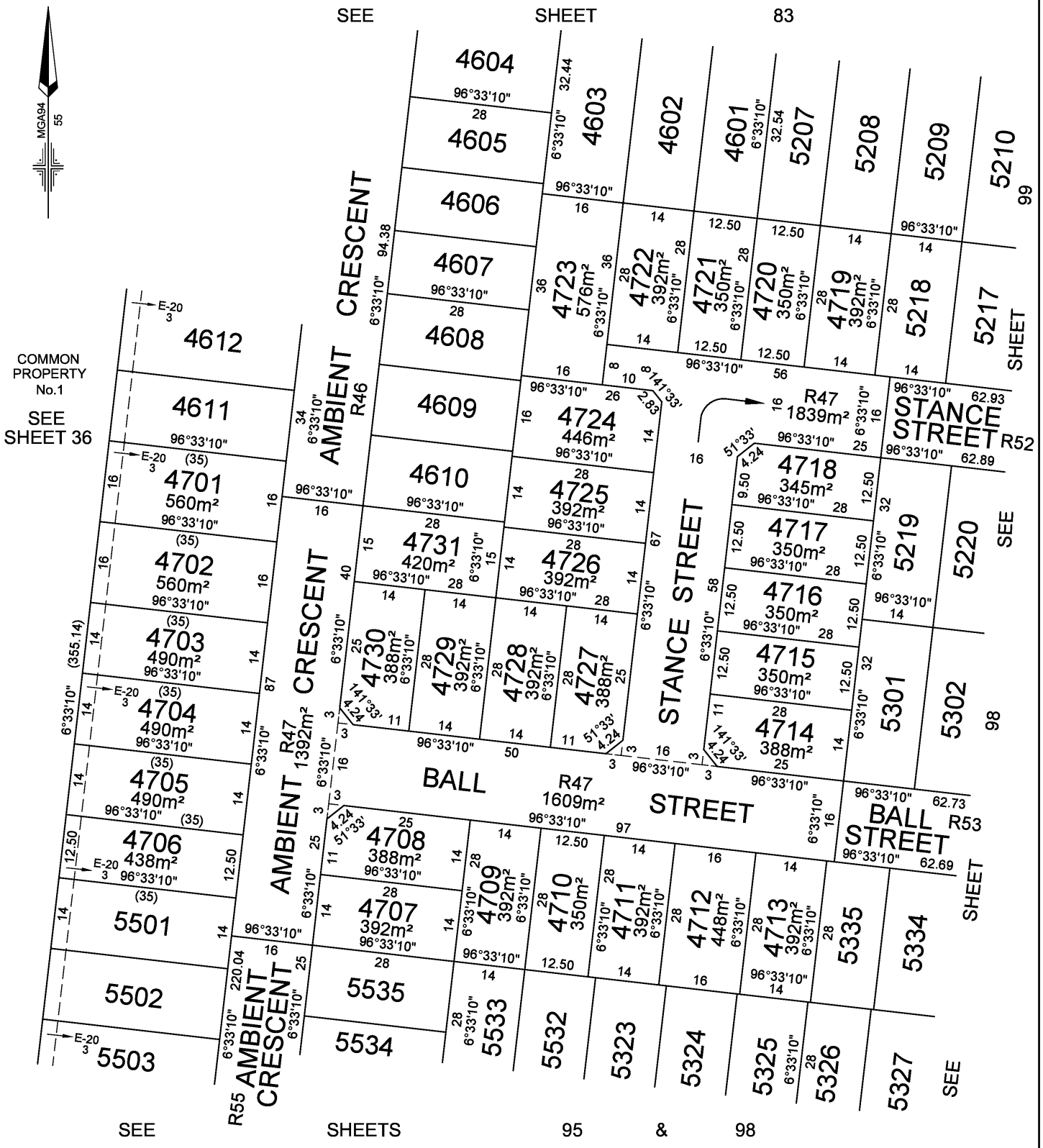
PLAN OF SUBDIVISION

PS 617320S



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

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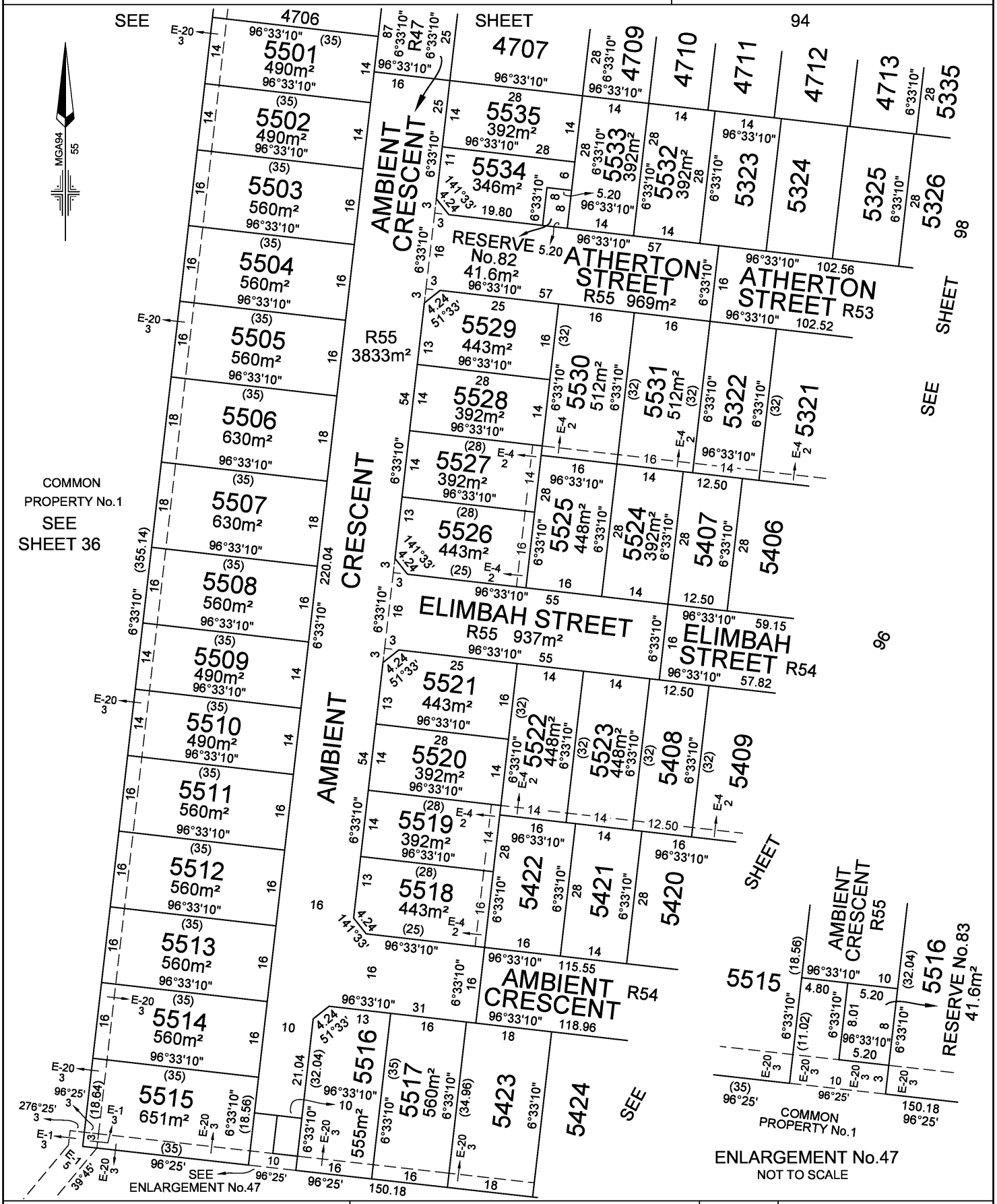
PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 01/08/24 REFERENCE: AA0015

DRAWING: CM0053AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 95

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

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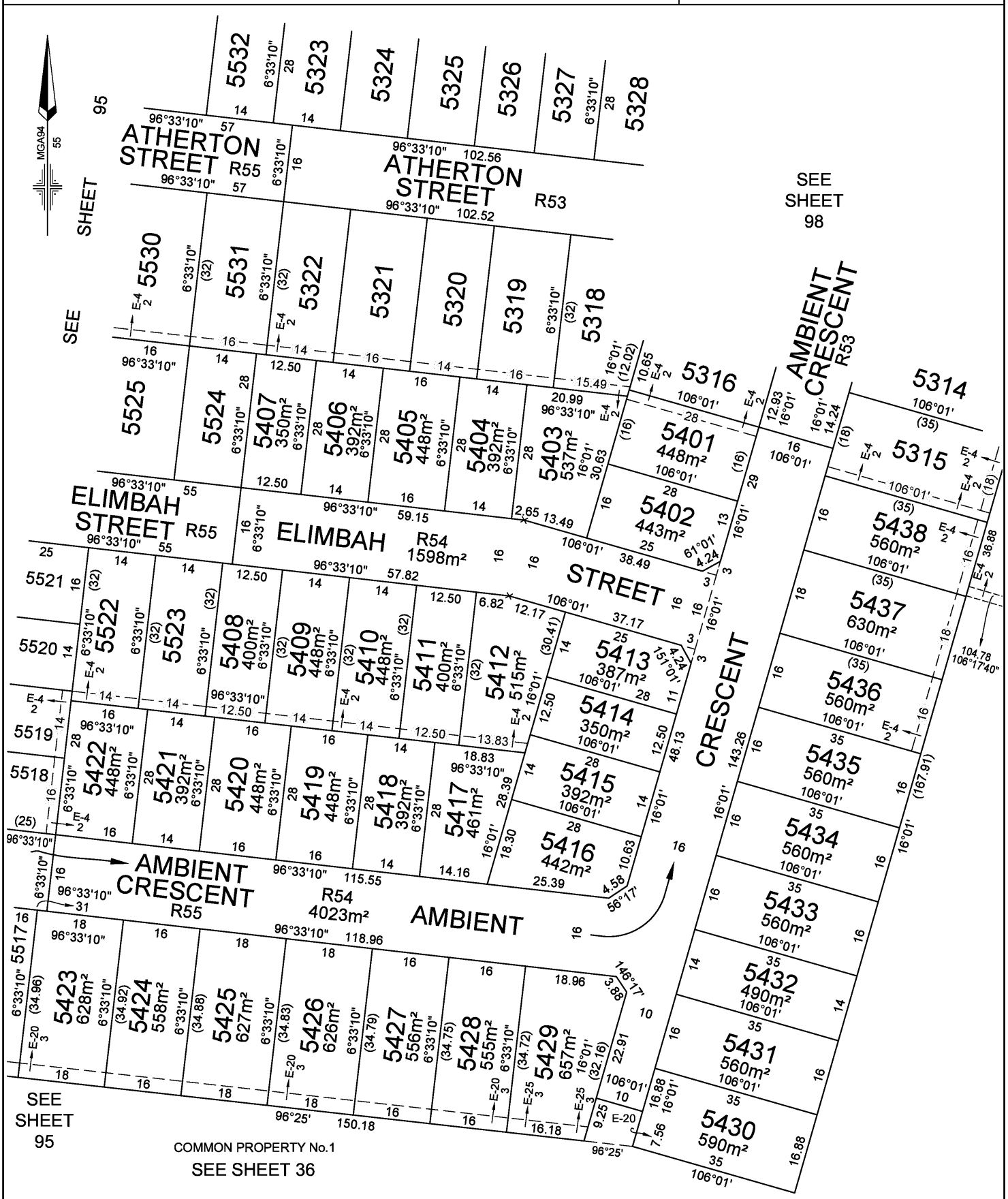
PLAN OF SUBDIVISION

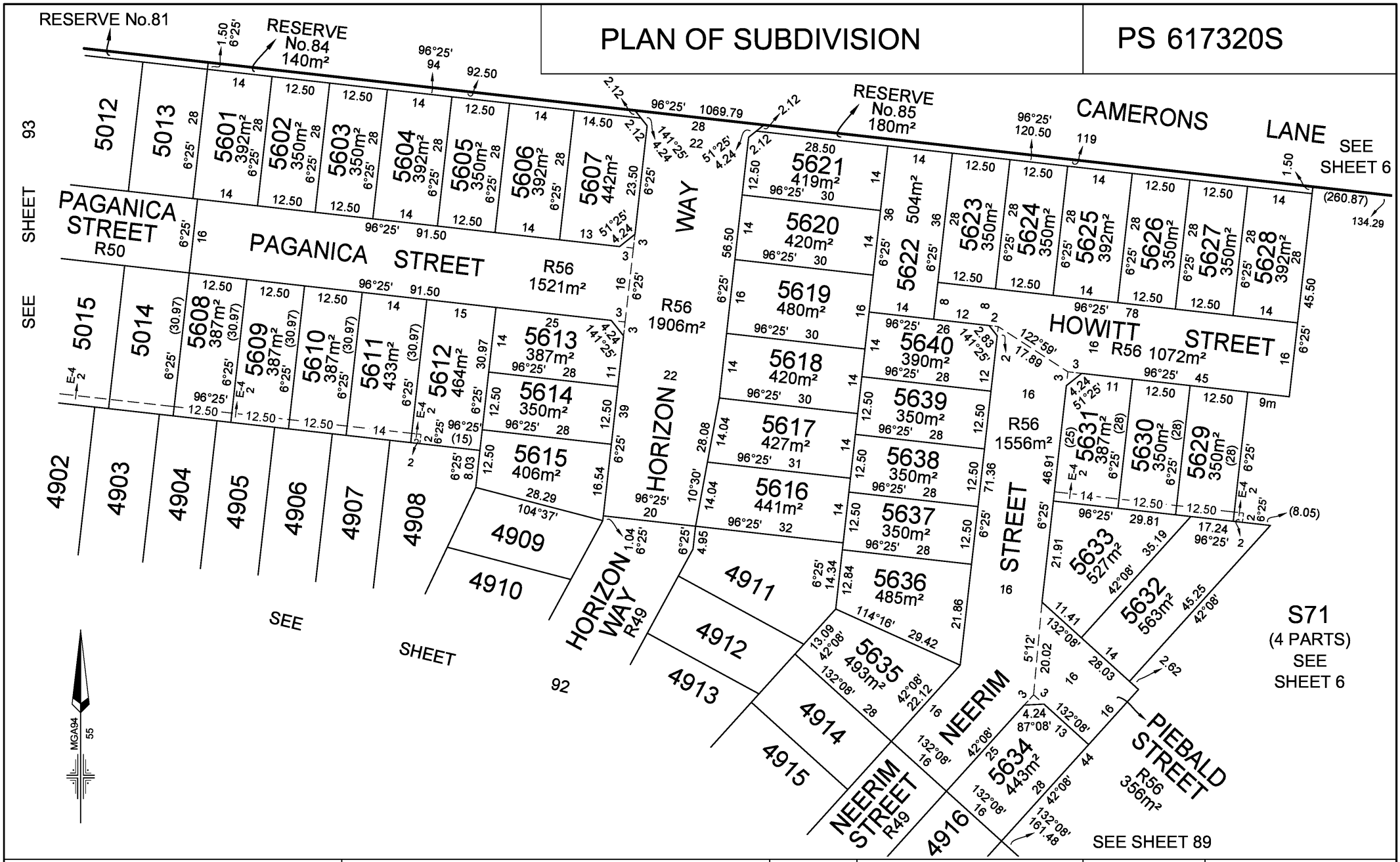
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 01/08/24 REFERENCE: AA0015 DRAWING: CM0053AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 96

PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 97
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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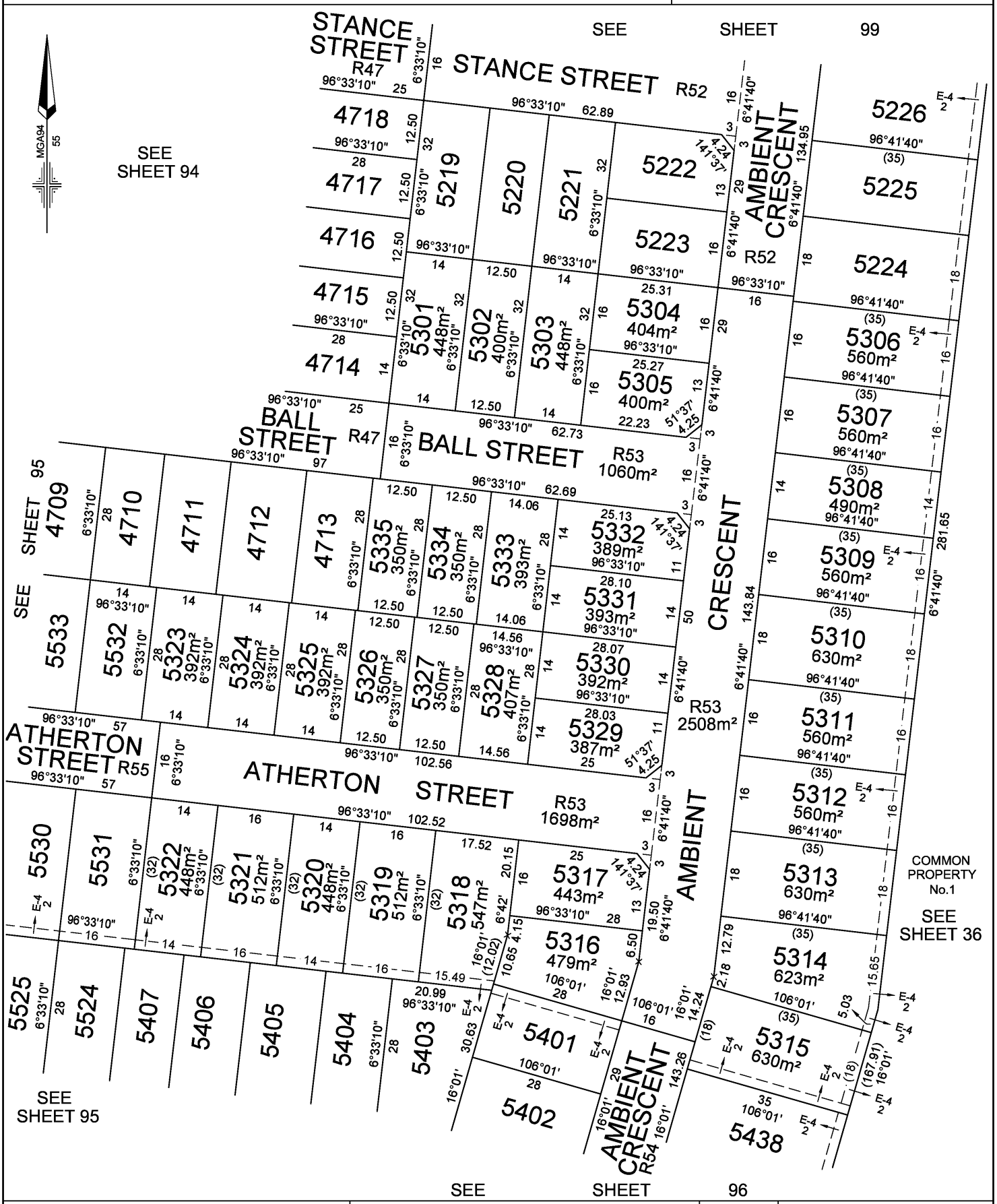
PLAN OF SUBDIVISION

PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 98

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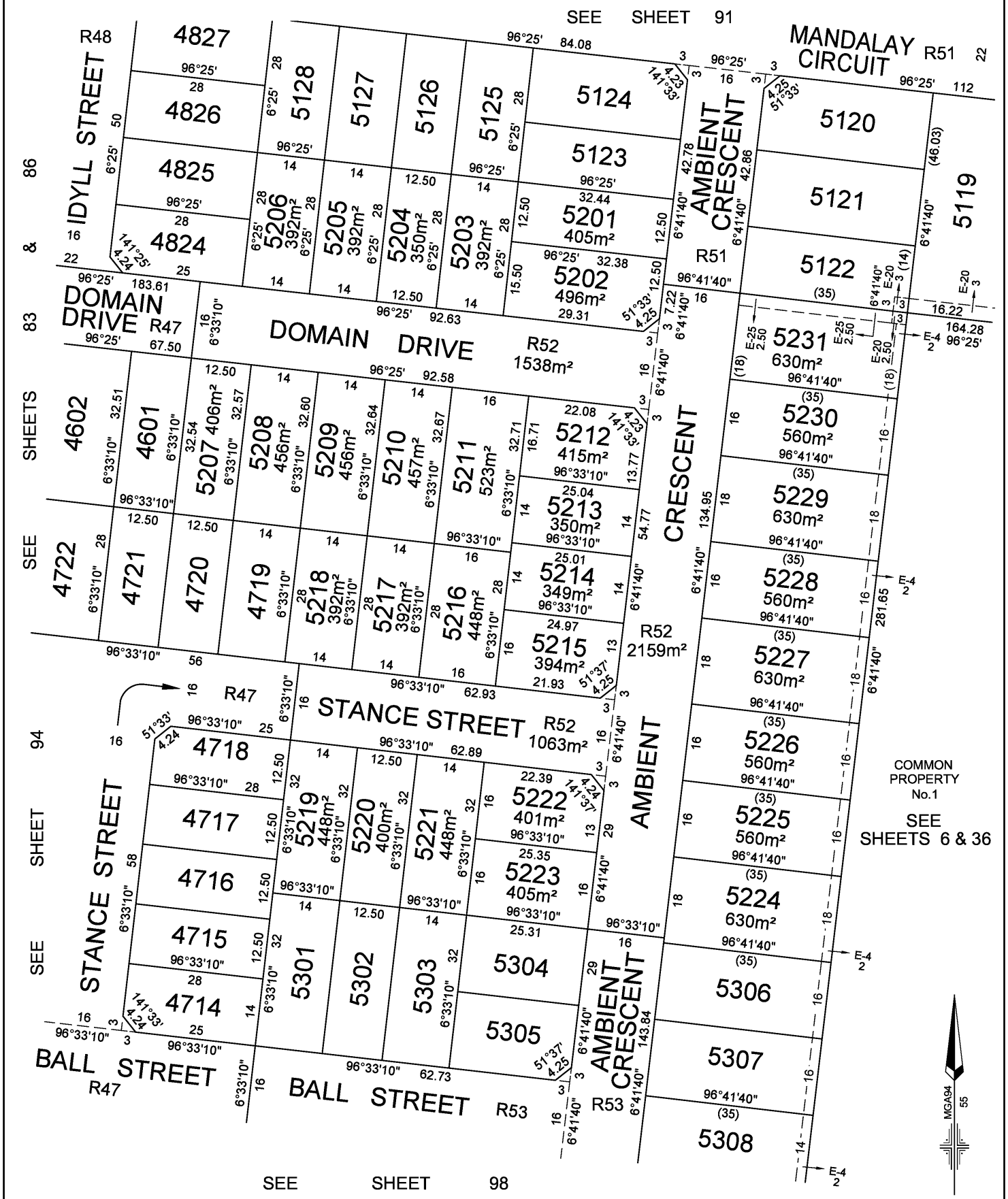
PLAN OF SUBDIVISION

PS 617320S



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

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

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

CREATION OF RESTRICTION "A81"

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

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

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

DESCRIPTION OF RESTRICTION

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

0802s.05.dwg PH/AA

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
0
LENGTHS ARE IN METRES

ORIGINAL SCALE

SHEET 100
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF 0802s VERSION K

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PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

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

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

continued

MANDALAY

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LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
SHEET 101

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CREATION OF RESTRICTION "A1" CONTINUED

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

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

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

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

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

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

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

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

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

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

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DATE:	01/10/24	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0052AA	DRAWN BY:	BA	SHEET 102

Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 103 of 109

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

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

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

DESCRIPTION OF RESTRICTION

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

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

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

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

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

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

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

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

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

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

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

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PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "B"

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

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015

DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3

SHEET 104

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Delivered by LANDATA®, timestamp 01/03/2025 14:04 Page 105 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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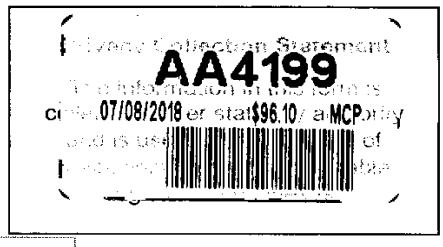
Section 91A Transfer of Land Act 1958



Lodged by	
Name:	Clayton Utz
Phone:	(03) 9286 6540
Address:	Level 18, 333 Collins Street
Reference:	14193/80074717/40
Customer code:	1416K

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

1. DEFINITIONS

In this MCP, unless the contrary intention appears:

(a) **"Allowable Encroachment"** means an encroachment which is permitted outside an Approved Building Envelope under clause 3.4 or otherwise permitted by the Building Regulations.

(b) **"Approved Building Envelope"** means the Building envelopes shown for each Lot on the Building Envelope Plan and has the same meaning as in regulation 5 of the Building Regulations.

(c) **"Beveridge Joint Venture"** means the owners of the land within the Plan at the time of its registration.

(d) **"Building"** has the meaning given to it in the Building Act.

(e) **"Building Act"** means the *Building Act 1993*, as amended from time to time.

(f) **"Building Envelope Plan"** means the plans which are attached to this MCP and which shows the Approved Building Envelopes and other related matters for the Lots within the Plan.

(g) **"Building Envelope Profile"** means the profiles which are attached to this MCP and which relate to the Approved Building Envelope for a particular Lot shown in the Building Envelope Plan. The applicable Building Envelope Profile is marked on the Building Envelope Plan.

(h) **"Building Permit"** means a building permit in terms of the Building Act.

(i) **"Building Regulations"** means the *Building Regulations 2018*, as amended from time to time, or any subsequent regulations made pursuant to the Building Act which regulate the siting of a Building.

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

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(j) **"Building to Boundary Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan and the Building Envelope Profile as square hatched (as indicated in the key to the relevant profile).

(k) **"Carport"** means a domestic carport constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like which has a minimum of two sides and not less than one third of its perimeter open.

(l) **"Control"** includes a restriction in terms of the *Subdivision Act 1988*, any agreement under section 173 of the *Planning and Environment Act 1987* (**"PE Act"**), a provision of an Act (other than the Building Act), a requirement of a referral authority (in terms of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building.

(m) **"Conventional Lot"** means a Lot that does not directly abut the Golf Course, but does not include a Corner Lot or a Dual Frontage Lot.

(n) **"Corner Lot"** means a Lot whose Primary Frontage and Secondary Frontages abut a Street. A Corner Lot may also be a Golf Lot or a Dual Frontage Lot.

(o) **"Design and Siting Guidelines and Restrictions"** means the Mandalay Design and Siting Guidelines prepared by the Beveridge Joint Venture as amended from time to time.

(p) **"Dual Frontage Lot"** means a Lot that does not directly abut the Golf Course whose Rear Boundary also abuts a Street or lane.

(q) **"Dwelling"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time.

(r) **"Edge Boundary"** means the boundary or part of a boundary of an Edge Lot which abuts an allotment which is not on the Plan. Exemptions relating to side and rear Setbacks and related siting matters do not apply to an Edge Boundary.

(s) **"Edge Lot"** means a Lot on the Plan that abuts an allotment which is not shown on the Plan (other than those Lots on the Plan which merely touch at one point an allotment which is not shown on the Plan (i.e. at a corner)).

(t) **"Fence"** has the meaning given to it in Part 1 Division 2 of the Building Regulations.

(u) **"Frontage"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time and in relation to a Lot that has a boundary fronting a public reserve or the Golf Course, includes that boundary.

(v) **"Garage"** means a domestic garage constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like.

(w) **"Golf Lot"** means a Lot that directly abuts the Golf Course. It does not include a Lot that is separated from the Golf Course by a road or lane.

(x) **"Golf Course"** means any golf course constructed on land within the Plan.

(y) **"Height"** has the meaning given to it in Regulation 5 of the Building Regulations.

(z) **"Lot"** has the meaning given to in the Building Act.

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(aa) **"MCP"** means this memorandum of common provisions.

(bb) **"MDR"** means the person appointed by the Beveridge Joint Venture to perform the function of the Mandalay Design Reviewer in accordance with the Design and Siting Guidelines and Restrictions.

(cc) **"Overlooking Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Profile as diagonally hatched (as indicated in the key to the relevant profile).

(dd) **"Pergola"** has the meaning given to it in Regulation 5 of the Building Regulations.

(ee) **"Plan"** means the relevant plan of subdivision for a particular Lot which incorporates this MCP.

(ff) **"Primary Frontage"** (unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise) means the boundary along the Street Frontage and where a Lot abuts more than one Street:

(i) in relation to a Corner Lot, means the boundary which abuts a Street and if more than one, the boundary that is the shortest disregarding any Splay Corner, unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise; and

(ii) in relation to a Dual Frontage Lot, means the boundary which the Building Envelope Plan, when read in conjunction with this MCP, indicates to be the Primary Frontage.

(gg) **"Rear Boundary"** means the boundary of a Lot that is, or the boundaries of a Lot that are, opposite its Primary Frontage and which connect the Side Boundaries of that Lot.

(hh) **"Secondary Frontage"** can only occur in relation to a Corner Lot and means the boundary that abuts a Street which is not the Primary Frontage (and if more than one, the longest boundary abutting a Street which is not the Primary Frontage).

(ii) **"Setback"** means the shortest horizontal distance from a particular boundary or Building to another boundary or Building (excepting matters specifically referred to in this MCP).

(jj) **"Side Boundary"** means the boundary or boundaries of a Lot that runs or run between the Primary Frontage of a Lot to the Rear Boundary of a Lot.

(kk) **"Single Storey Building Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan as indicated in the legend contained within the Plan.

(ll) **"Splay Corner"** in relation to a Corner Lot means any title boundary of that Corner Lot which joins two boundaries abutting Streets at an angle and which cuts off the corner of the Lot.

(mm) **"Street"** for the purposes of determining Street Setbacks, means any road other than a lane, footway, alley or right of way.

2. INTERPRETATION

In this MCP, unless the contrary intention appears:

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(a) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(b) a reference to any document is to that document as varied, novated, ratified or replaced from time to time;

(c) a reference to any statute or to any statutory provision includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by laws, regulations, rules and statutory instruments (however described) issued under it;

(d) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

(e) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(f) the word "includes" in any form is not a word of limitation; and

(g) a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

3. SITING & SETBACKS

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

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

(a) minimum Street Setback (regulation 74);

(b) building height (regulation 75);

(c) side and rear Setbacks (regulation 79);

(d) walls and carports on boundaries (regulation 80);

(e) solar access to existing north facing habitable room windows (regulation 82);

(f) overshadowing of recreational private open space (regulation 83);

(g) overlooking (regulation 84); and

(h) Fences on intersecting street alignments (regulation 92).

3.2 Building Envelopes

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

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(b) The siting of a Dwelling within the Approved Building Envelope and the Building Envelope Profile is subject to any further restriction or modification imposed by this MCP or any other applicable Control.

(c) No exemption from the need for consent and report of the relevant council in respect of Building Regulations 79, 80, 82, 83 and 84 applies in respect of an Edge Boundary. The siting requirements of a Building in respect of an Edge Boundary must accord with Building Regulations 79, 80, 82, 83 and 84 unless consent and report of the relevant council has been obtained in accordance with the Building Regulations. In terms of this MCP, exemptions relating to minimum Street Setback (regulation 74), building height (regulation 75) and fences on street alignments (regulation 92) still apply in respect of an Edge Lot.

3.3 Minimum Street Setback

(a) Any Dwelling on a Lot must be set back from the Primary Frontage by at least the distance referred to in the Building Envelope Plan.

(c) Any Dwelling on a Lot which is a Corner Lot must be set back from the Secondary Frontage by at least 2.0 metres.

(c) Any Dwelling on a Dual Frontage Lot need not be set back from its Rear Boundary, unless otherwise stated in the Building Envelope Plan.

3.4 Exceptions to Setbacks

(a) A deck may encroach into the Setback from a Side or Rear Boundary of a Lot up to 2 metres.

(b) Despite any other provision in this MCP or the Building Regulations, an Allowable Encroachment must not exceed 4 metres in height.

3.5 Garages

(a) If a Garage or Carport is located facing the Primary Frontage or has a rear wall facing a Side Boundary, either the side or rear wall of that Garage or Carport (as applicable) must be built within 1500 millimetres of a Side Boundary.

(b) If a Garage or Carport is located facing the Secondary Frontage of a Corner Lot, then unless otherwise indicated on the Building Envelope Plan, that Garage or Carport:

(i) must have a Setback of at least 5.0 metres from the Secondary Frontage; and

(ii) be built within 1500 millimetres of the Rear Boundary.

(c) A Garage or Carport on a Dual Frontage Lot must:

(i) be located facing the Rear Boundary; or

(ii) at the rear of the Dual Frontage Lot,

and be:

(iii) set back from the Rear Boundary by at least 5.0 metres; and

(iv) built within 1500 millimetres of a Side Boundary.

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3.6 Side and Rear Setbacks

(a) Except for Allowable Encroachments, a Dwelling on a Conventional Lot or a Corner Lot which is not a Golf Lot or a Dual Frontage Lot must be set back from the boundaries of the Lot as follows:

(i) subject to clause 3.6(d), from its Side Boundary by at least the distance referred to on the Building Envelope Plan;

(ii) from its Rear Boundary by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan; and

(iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres.

(b) Except for Allowable Encroachments, a Dwelling on a Golf Lot must be set back from the boundaries of the Lot as follows:

(i) subject to clause 3.6(d), from its Side Boundary by at least the distance referred to on the Building Envelope Plan;

(ii) from its Rear Boundary by at least 3.0 metres, unless otherwise stated in the Building Envelope Plan; and

(iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan.

(c) Except for Allowable Encroachments, a Dwelling on a Dual Frontage Lot:

(i) subject to clause 3.6(d), must be set back from its Side Boundary by at least the distance referred to on the Building Envelope Plan;

(ii) need not be setback from its Rear Boundary, unless otherwise stated in the Building Envelope Plan; and

(iii) if the Dual Frontage Lot is a Corner Lot, must be set back from its Secondary Frontage by at least 2.0 metres.

(d) For the avoidance of doubt, a Dwelling, Garage or Carport may be constructed in the Building to Boundary Zone. However, a Dwelling, Garage or Carport may only be constructed in the Building to Boundary Zone on one Side Boundary and must not be constructed within 1 metre of the other Side Boundary.

3.7 Building Height

(a) Subject to clause 3.7(b), the Height of a Building shall only be limited by any Height restriction defined in the associated Building Envelope Profile.

(b) The Height of a Building within the Single Storey Zone must not exceed 4 metres.

3.8 Walls and carports on Boundaries

(a) This clause 3.8 applies to construction of:

(i) a wall within 1500 mm of a Side Boundary of a Lot; or

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(ii) any part of a Carport constructed within 1500 mm of a Side Boundary of a Lot and which is open on the side facing the boundary or boundaries.

(b) The Height of the wall or Carport shall only be limited by any Height restriction defined in the associated Building Envelope Profile.

3.9 Solar access to existing north facing habitable room windows

Regulation 82 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope (except for Allowable Encroachments or as otherwise provided in this MCP).

3.10 Overshadowing of recreational private open space

Regulation 83 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope and the applicable Building Envelope Profile (except for Allowable Encroachments or as otherwise provided in this MCP).

3.11 Overlooking

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

4. FENCING

(a) Except with the consent of MDR and subject to clauses 4(b) and 4(c), no Fence shall be constructed along any boundary abutting a Street, except in relation to the Rear Boundary of a Dual Frontage Lot.

(b) Subject to the approval of MDR, retaining walls or courtyard defining walls may be built within the area between the Primary Frontage and the front of the Dwelling.

(c) Where a Lot is a Corner Lot:

(i) a Fence may be constructed along a Frontage which is not the Primary Frontage as long as it does not exceed 1.8 metres in Height; and

(ii) a Fence may be constructed within 9 metres of a point of intersection of street alignments exceeding a Height of 1 metre provided that Fence:

(A) is not constructed along the Primary Frontage, except in accordance with clause 4(a);

(B) does not exceed 1.8 metres; and

(C) except in the case of a Fence constructed in accordance with clause 4(a), remains at least 1 metre behind the front façade of any Dwelling constructed on the Lot and returns to abut the Dwelling.

5. GENERAL

(a) In the case of a conflict between the Plan and these written notations, the specifications in these written notations prevail.

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(b) Buildings must not cover a registered easement unless:

(i) provided for by the easement; or

(ii) the consent of all parties who enjoy or whose land enjoys the benefit of the easement is obtained.

(c) The Beveridge Joint Venture and the MDR may, in their absolute discretion, authorise in writing the siting of a Building which does not comply with the restriction created by the Plan which incorporates this MCP, provided that such siting complies with the requirements of the Building Regulations and/or is subject to the report and consent of the relevant reporting authority in terms of the Building Regulations. Approvals by the Beveridge Joint Venture and the MDR in accordance with this clause may be provided in circumstances where the Beveridge Joint Venture and the MDR consider, in their absolute discretion, that the siting is desirable in terms of achieving a better planning outcome in terms of the Design and Siting Guidelines and Restrictions than may otherwise be achieved and will not result in any significant detriment to abutting owners and occupiers, but may also be given in other circumstances.

(d) Formal application for a Building Permit must not be made until the design and siting of a Dwelling to be built on any Lot on the Plan is approved by the MDR, which approval may be:

(i) given or refused in the MDR's absolute discretion;

(ii) refused even if the design and siting of a Dwelling to be built on any Lot on the Plan is in accordance with the Design and Siting Guidelines and Restrictions.

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BUILDING ENVELOPE PROFILES:

Diagrams and plans

Explanation of symbols and terms in profile diagrams and plans

The following symbols have been used in the templates: -

Building Envelope Profile Types

Ⓐ Building Envelope Profile Type A

Ⓑ Building Envelope Profile Type B

Ⓒ Building Envelope Profile Type C

Ⓓ Building Envelope Profile Type D

Single Storey Building Envelope hatch types



Building to Boundary Zone

Double Storey Building Envelope hatch types



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

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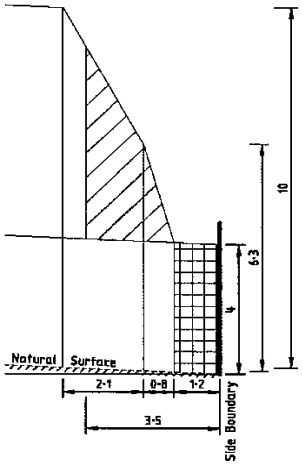
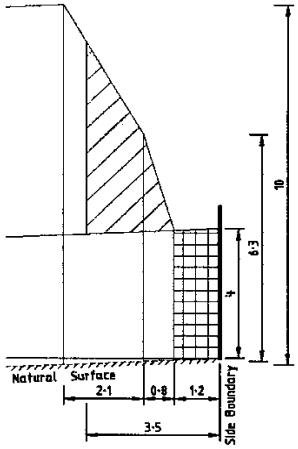
(A) Profile - NORTH, EAST or WEST Boundary

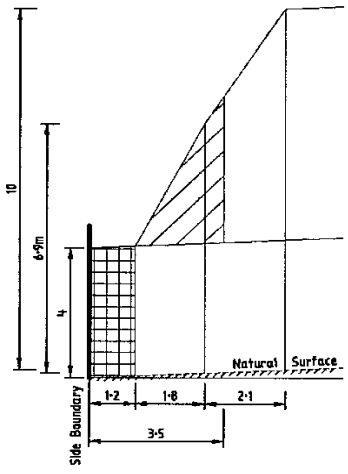


Natural surface rising from side boundary



Natural surface falling from side boundary

(B) Profile - SOUTH Boundary



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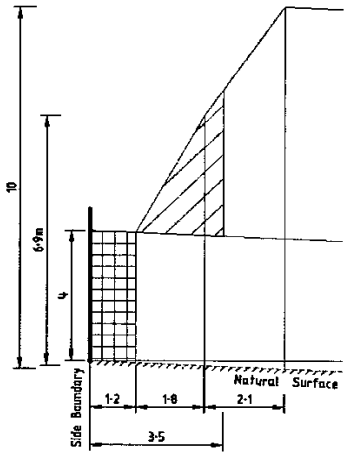

Natural surface falling from side boundary

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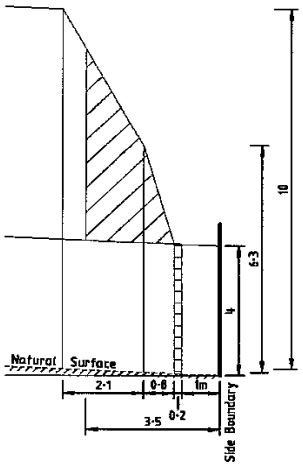
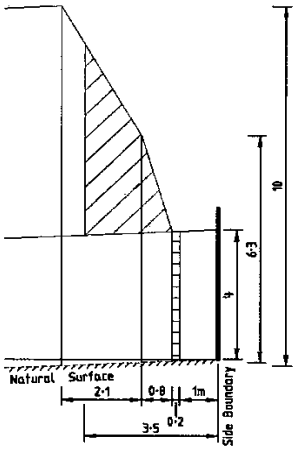
(C) Profile - NORTH, EAST or WEST Boundary (1m setback)

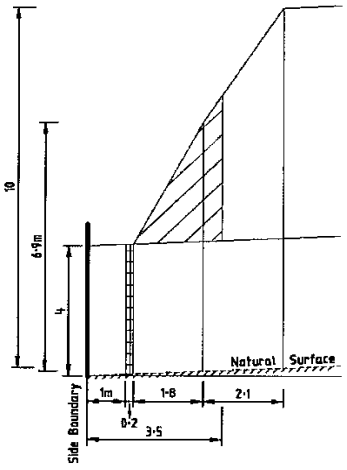


Natural surface rising from side boundary

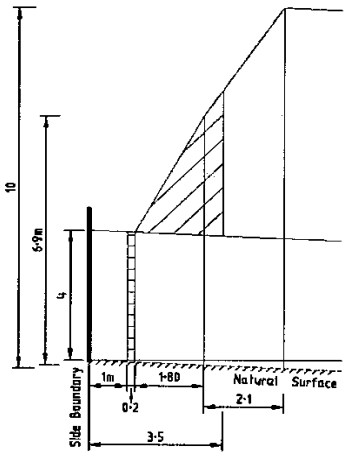


Natural surface falling from side boundary

(D) Profile - SOUTH Boundary (1m setback)



Natural surface rising from side boundary



Natural surface falling from side boundary

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STAGE 40 BUILDING ENVELOPE PLANS

LEGEND

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

SINGLE STOREY BUILDING ZONE

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

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

BUILDING BOUNDARY ZONE

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

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Tel: +61 3 8516 6888
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Drawing Number BE040AC
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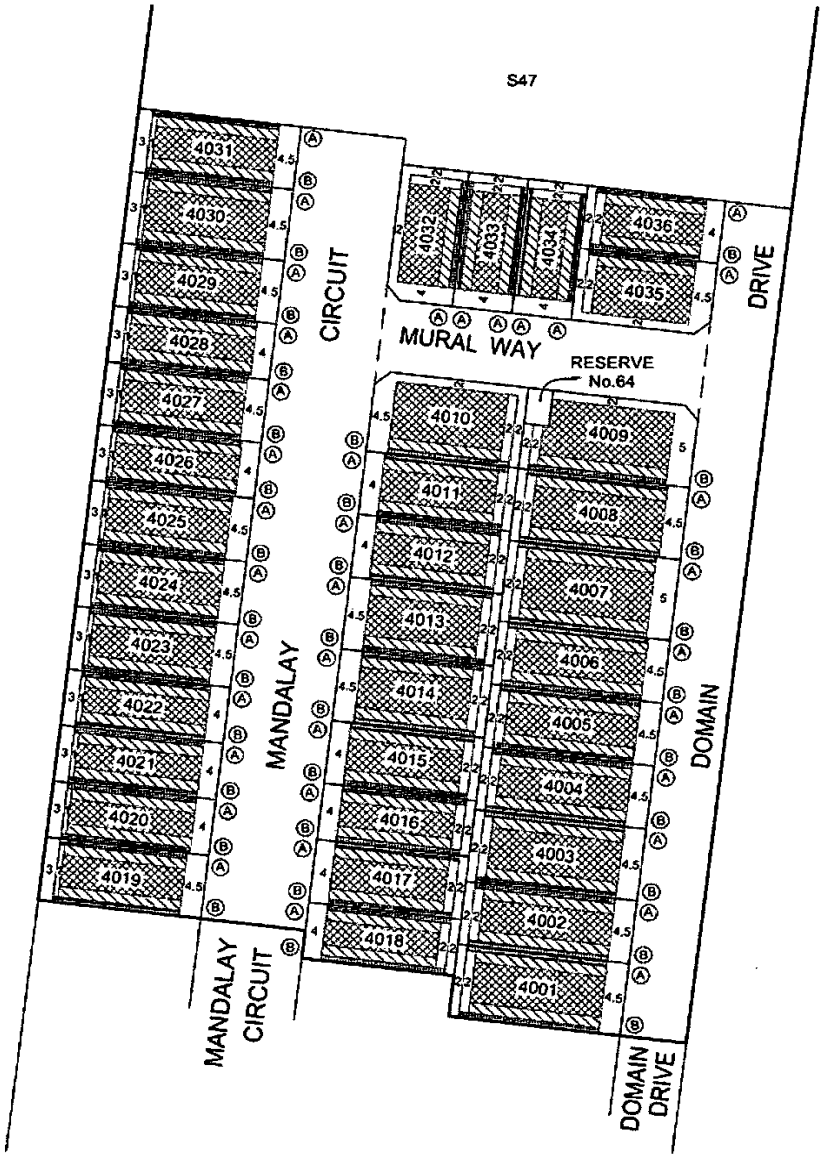

Notations:

1) The Building Envelopes on this plan are shown enclosed by continuous thick lines.
2) This diagram is to be read in conjunction with "Profile Diagrams" in this document.
3) Profile types Ⓐ & Ⓑ are contained in "Profile Diagrams" in this document.
4) The Building Envelope of Lot 4009 is partially defined by a reserve. See Plan of Subdivision for dimensions.

Lyssna

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PO Box 1096, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

Scale 1:750 (0 7.5 15 22.5)
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Drawing Date 08/11/17
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Drawing Number BE04DAC
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Application by Responsible Authority for the making of a Recording of an Agreement

AG754756L 13
15/09/2009 $102.90 173
The information ... under statutor... purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

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

VICTORIA OFFICE OF TITLES L.M.

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer *(full name)*:

PETER HALTON A/CEO

Date:

14. September 2009

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15/09/2009 $102.90 173

CLAYTON UTZ

Section 173 Agreement
(Land Owner Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

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

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

www.claytonutz.com

Our reference 14709/14193/80051208

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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) to prevent the further subdivision of any Lot which has an area of less than 500 square metres; and

(b) to prevent more than one dwelling being constructed on a Lot which has an area of less than 500 square metres.

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

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

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

1.2 Interpretation

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

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

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

(c) a gender includes the other gender;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

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

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

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

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

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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner

4.1 Restriction on Subdivision of Lots

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

4.2 Restriction on number of Dwellings

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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

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

6.2 Notice

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

7. Non-compliance

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

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

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

8. Disputes

8.1 Dispute resolution

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

8.2 Unresolved dispute

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

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

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

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

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

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

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

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

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

(ii) the independent expert shall determine the dispute:

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

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

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

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

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

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

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

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

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

(d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

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

9.2 Successors in title

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

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(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

9.6 Notices

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

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

(b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee; and

(d) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

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

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10. Ending of Agreement

(a) This Agreement ends on the Termination Date.

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

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

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

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

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

Councillor

Councillor

Acting Chief Executive



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TISHER LINER & CO.

LAWYERS

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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. DENNIS LINER B Juris. LL.B FTIA Accredited Mediation Specialist ALAN GOLDSTONE LL.B
SIMON ABRAHAM LL.B, B Ec Accredited Commercial Litigation Specialist JONATHAN TISHER LL.B (Hons.) B Sc (Hons.) SAM RECHT
ASSOCIATES: PHILLIP LEAMAN LL.B (Hons.) B Comm. JENNY GARNHAM LL.B.

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

OFFICE OF TITLES L.M. VICTORIA

AG754783H 113 998
15/09/2009 $102.90 173

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under statut
purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

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

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

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

Date:

14th September 2009

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CLAYTON UTZ

Section 173 Agreement
(Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

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

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

www.claytonutz.com

Our reference 14709/14193/80051208

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

Parties

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

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

Background

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

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

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

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

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

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

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

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

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

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

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

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

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

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

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

"Design/Functional Brief" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

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

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

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

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

1.2 Interpretation

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

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

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

(c) a gender includes the other gender;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

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

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

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

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

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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

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

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

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

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

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

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

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

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

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

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

(i) obtain all Approvals for construction of; and

(ii) construct, or cause to be constructed,

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

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

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

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

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

A. open;

B. adequately staffed; and

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

for sufficient time to accommodate demand;

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

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

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4.2 Other Services and Facilities

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

4.3 Drainage Infrastructure

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

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

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

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

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

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

4.5 Shared Path

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

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

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

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

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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

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

6.2 Notice

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

7. Non-compliance

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

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

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

8. Disputes

8.1 Dispute resolution

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

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8.2 Unresolved dispute

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

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

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

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

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

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

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

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

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

(ii) the independent expert shall determine the dispute:

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

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

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

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

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

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

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

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

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

(d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

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

9.2 Successors in title

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

(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

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9.6 Notices

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

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

(b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee,; and

(d) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

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

10. Ending of Agreement

(a) This Agreement ends:

(i) in relation to a Lot within a stage on Plan of Subdivision PS617320S that is intended for residential use, on the date that Council issues a statement of compliance for that stage; and otherwise

(ii) in its entirety, on the Termination Date.

(b) As soon as reasonably practicable after the Agreement ends in relation to the Land or part of the Land, Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register insofar as it affects the Land or part of the Land as the case may be.

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

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

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

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

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

THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL
MITCHELL SHIRE COUNCIL
CONSTITUTED 18TH NOVEMBER 1994

Councillor

Councillor

Acting Chief Executive

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

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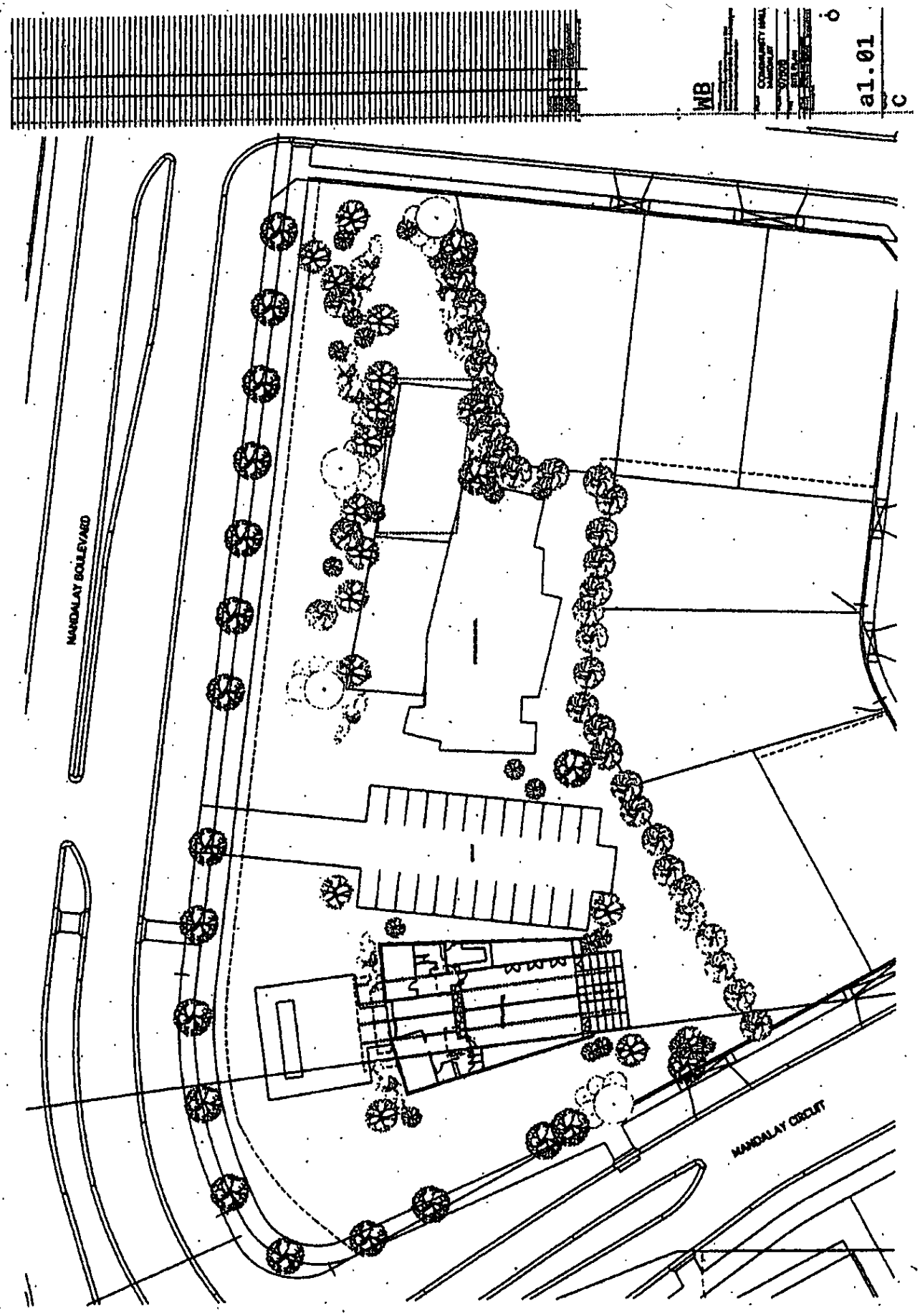

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Mitchell Planning Scheme

Comprehensive Development Zone Schedule 2

Beveridge Comprehensive Development Plan

Provision of services and facilities

FACULTY/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.
Retail Floorspace An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m2 of retail floor space.	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
Playground Facilities (5) One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers. One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.	1. 300 lots sold. 2. 1000 lots sold. 3. 1200 lots sold. 4. 1700 lots sold. 5. 2000 lots sold.	In areas set aside on concept plan for Public Open Space.
Roads A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.	Occupation of 100 dwellings.	Per Facility/Service description

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FACULTY/SERVICE	WHEN TO BE PROVIDED	LOCATION
• Provision of streetlighting at the intersections of Camerons Road/north bound entry and exit ramps and Camerons Road/Old Hume Highway/southbound entry ramp as well as under the Hume Highway overpass.		
Stage 2 • Channelisation to create a separate left turn slip-lane from the northbound exit ramp into Camerons Road and a narrow median island in Camerons Road adjacent to this slip-lane to prevent "wrong way" movements along the northbound exit ramp.	When traffic volumes on northbound exit ramp exceed 2,000vpd.	Per Facility/Service description
Stage 3 • Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection.	When traffic volumes on Camerons Road under the overpass reach 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).	Per Facility/Service description.
Stage 4 • Extend the merge taper of the southbound entry ramp to a length of 320 metres from the island nose, including the provision of a 3 metre wide sealed shoulder.	When traffic volumes on the southbound entry ramp exceed 600 vph.	Per Facility/Service description.
B. Upgrading Lithgow Street between Freeway and Site.	As required by Responsible Authority.	Per Facility/Service description.
<u>Public Transport</u> Bus services to be provided linking the site to Beveridge from January 2011 for a period of three years. Services to be scheduled to cater for peak-hour and school times as well as day time services.		

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FACULTY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Health Care Facilities Accommodation for visiting doctor and other health care professionals.	In conjunction with development of commercial precinct - when 600 lots sold.	In or adjacent to commercial precinct.
Aged Care Facilities	As market forces dictate	As indicated on concept plan.
Primary School	Site to be available for purchase by the Department of Schools Education after 600 lots are sold.	Adjoining Camerons Road within the general area marked on the concept plan.
Infrastructure Services Water Supply Sewerage System, including reticulation and treatment plant	Lots are to be connected to water supply and sewerage system prior to occupation. EPA Works Approval for the sewerage treatment system is required prior to the development of the land, except for the golf course. If necessary the concept plan will be altered to accommodate any requirements of the Works Approval.	
Landscape buffer	The planting of trees shall be part of the first stage of development of the land.	Within the tree reserves shown around the boundaries of the land.

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Annexure 2 - Standard Service Levels

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O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

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

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

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O.01 Attendance Log

Supply a detailed program of maintenance for approval by the Superintendent and keep a log of attendance/replacement costs, as the basis for progressive claims sought during the maintenance period.

O.02 Commencement of Maintenance

Give the Superintendent 7 days' notice for commencement of the maintenance period. The Superintendent will inspect the works and advise the contractor of any defects or deficiencies found, which will be rectified within 14 days.

O.03 Damage and Protection

Protect all grassed and planted areas from damage, whether malicious, irresponsible or accidental.

If any damage occurs it is to be photographically recorded and the Superintendent must be notified immediately

O.04 Mulched Surfaces

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

O.05 Spraying

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

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O.06 Planted Areas

Maintain the planted areas in one of the following manners:

(a) Individual trees or shrubs - a weed free watering saucer of minimum diameter of 1m, except in irrigated lawn areas.

(b) Planting beds – Weeds to be maintained between completely weed free and 5% weed coverage within the surrounds of the bed.

(c) Mass planting areas - a completely cultivated surface (including cross cultivation) with a weed free watering saucer of minimum diameter of 500mm.

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

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

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

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O.07 Grass Areas

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

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

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

April to October: 15 - 20mm
November to March: 12 - 15mm
Note: Mow with Cylinder mower with catcher only. No rotary mowers.

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

O.08 Watering

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

O.09 Weeding and Rubbish Removal

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

O.10 Weed Control

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

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

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O.11 Soil Subsidence

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

O.12 Tree Ties & Guards

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

O.13 Pruning

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

O.14 Mowing

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

O.15 Trimming and Edging

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

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

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

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

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

Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

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

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O.17 Irrigation

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

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

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

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

O.18 Plant Replacement

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

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

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

O.19 Cleaning of parkland area and facilities

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

O.20 Paved surfaces

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

O.21 Edging

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

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O.22 BBQ

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

O.23 Oiling of Timber Seats, Decking and Handrails

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

O.24 Structures

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

O.25 Playground Equipment

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

O.26 Water Courses and Water Bodies

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

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

O.27 Insurance

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

O.28 Urgent Works

Not withstanding anything to the contrary of the Contract, the Superintendent may instruct the Contractor to perform urgent maintenance on works. Should the Contractor fail to carry out the work immediately, the Superintendent reserves the right, without further notice, to employ others to carry out such work and charge it to the Contractor.

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O.29 Completion

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

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

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Annexure 3 - Design/Functional Brief

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Pre-School Centre

Area requirement
2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

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

Kinder Office – x 2 rooms

	nominally	Area requirement 2 rooms @ 15 m²	Included in above 30 m²

Uses:	- Office space for Kinder teacher and teaching assistant. - Room should have views directly into teaching space/s via internal glazed screens.
Floors:	- Commercial grade wool blend carpet tiles.
Walls:	- Plasterboard – painted.
Ceilings:	- Plasterboard – painted.
Lighting:	- Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements. - Good natural lighting and views through teaching space/s to outdoor areas.
Heating/ cooling:	- Evaporative air conditioning for cooling. - Radiant heating panels for heating.
Fittings/ equipment:	- All desks, shelving, file cabinets, etc. to be part of F.F. & E. budget.

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Kinder Store – x 2

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

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

Kinder Food Prep Area

Area included in Pre-School figure
nominally 10 m²

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

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Bathrooms – Kinder Dedicated

Area included in Pre-School figure nominally 40 m²

To be to the satisfaction of DHS

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

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Maternal & Child Health Area requirement 120 m²

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

Indicative spatial break up:		
-	Examination room 1	20 m²
-	Examination room 2	20 m²
-	Consultation	15 m²
-	Waiting	20 m²
-	Store room	15 m²
-	Small Tea Prep.	5 m²
-	Toilet (to meet DDA requirements)	2 m²
-	Circulation	23 m²
	Total	120 m²

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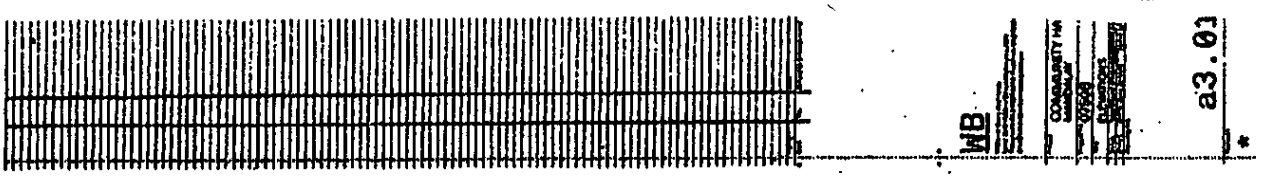

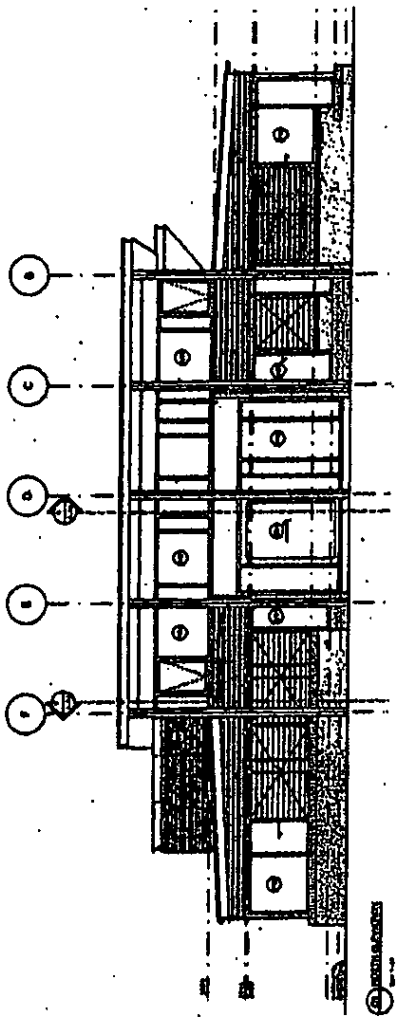

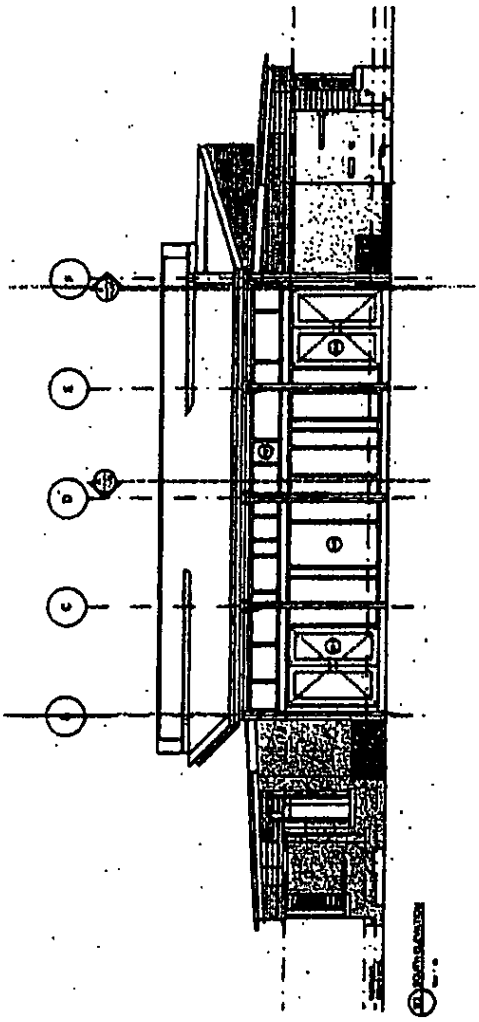

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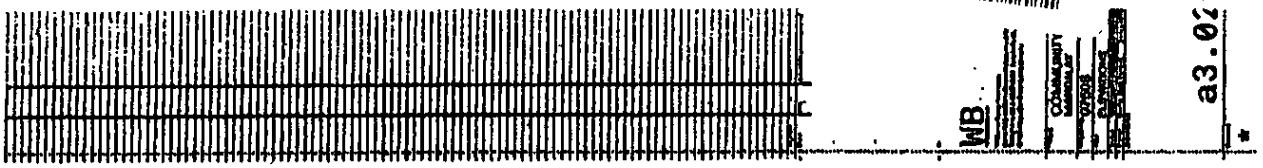

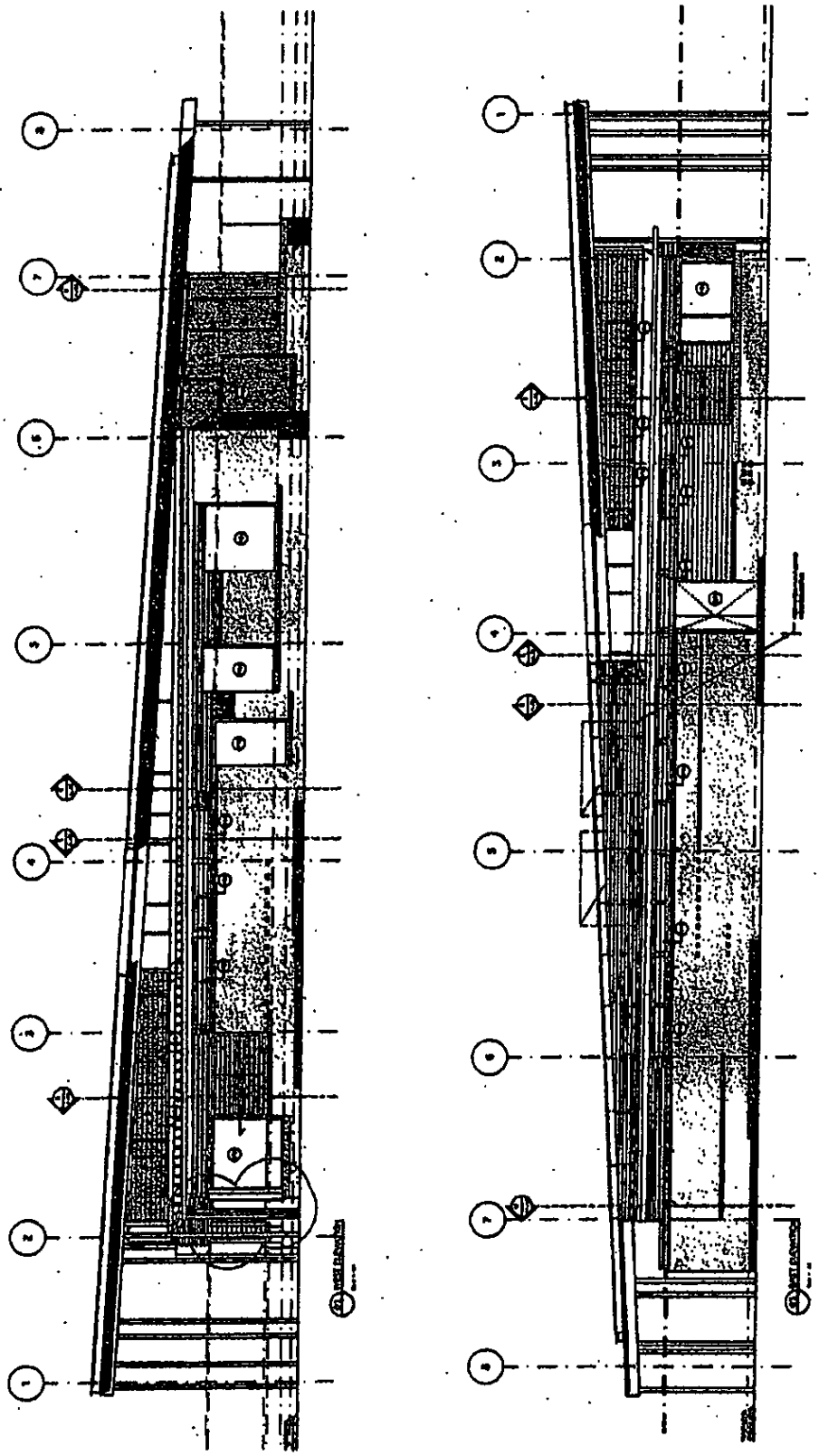

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Application to record an instrument

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

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Name: WARRICK McGRATH

Address: 8 NICHOLSON ST, EAST MELBOURNE 3002

Reference:

Customer code: 237655

AT390547J

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

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

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

Signing:

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

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

Signature

Execution Date 1/JULY/2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

35271702A

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8673/638	11961/491	11990/630	12018/930	12047/897	12095/739	12194/246
8687/917	11961/507	11990/648	12018/934	12047/915	12095/740	12195/855
8708/335	11962/603	11990/667	12018/936	12047/919	12095/741	12195/864
8715/572	11962/615	11990/679	12018/946	12048/336	12095/745	12195/942
8718/981	11967/435	11990/728	12018/949	12048/347	12098/059	12195/950
8723/142	11967/437	11990/733	12019/540	12049/744	12099/787	12195/952
8769/939	11967/439	11990/740	12019/549	12049/780	12099/811	12195/957
8772/348	11967/620	11990/742	12019/551	12050/539	12099/812	12196/096
8800/060	11967/626	11990/749	12019/715	12050/544	12099/848	12196/098
8806/633	11967/631	11990/750	12019/723	12050/547	12099/859	12196/107
8814/791	11967/723	11990/792	12022/012	12050/551	12099/864	12196/117
8816/672	11967/745	11990/793	12022/022	12050/552	12101/311	12196/122
8833/657	11967/762	11990/797	12022/027	12050/566	12101/325	12196/123
8834/688	11968/858	11990/798	12022/417	12050/569	12101/327	12196/130
8834/695	11968/879	11990/802	12022/425	12050/616	12101/328	12196/143
8834/703	11969/254	11990/900	12022/435	12050/617	12101/333	12196/734
8835/038	11969/625	11990/905	12022/439	12050/907	12101/341	12201/195
8835/308	11972/136	11991/300	12022/454	12050/930	12101/346	12201/210
8855/803	11972/159	11991/308	12022/615	12050/933	12101/357	12201/219
8856/672	11972/164	11991/324	12022/617	12051/377	12103/594	12201/965
8861/433	11972/165	11992/118	12022/620	12051/378	12103/608	12201/968
8869/772	11972/173	11992/132	12022/626	12051/380	12139/788	12201/982

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AT390547J

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8877/852	11972/177	11992/136	12022/634	12051/384	12142/958	12201/991
8889/265	11972/848	11992/155	12022/642	12052/216	12142/963	12202/084
8892/803	11972/858	11992/159	12023/340	12052/218	12146/659	12202/090
8900/261	11975/293	11992/291	12023/341	12052/234	12146/663	12202/098
8909/820	11975/401	11992/292	12023/344	12052/242	12146/668	12204/596
8909/821	11975/404	11992/305	12023/366	12052/253	12146/675	12207/588
8915/394	11975/406	11992/311	12023/367	12052/256	12146/676	12210/599
8916/737	11975/408	11992/315	12023/374	12053/391	12146/679	12210/600
8916/955	11975/410	11992/323	12023/378	12053/392	12146/688	12210/613
8930/204	11976/327	11992/329	12023/380	12053/394	12146/696	12210/615
8930/457	11976/337	11992/425	12026/345	12053/409	12154/098	12210/627
8954/147	11976/803	11992/442	12026/382	12053/418	12154/111	12212/905
8954/171	11976/812	11992/443	12026/397	12053/430	12154/182	12212/906
8972/547	11976/816	11992/445	12026/403	12053/443	12154/189	12212/909
8975/566	11977/241	11992/454	12026/413	12053/444	12154/193	12214/004
8975/568	11977/255	11992/455	12026/979	12053/446	12154/203	12214/013
8978/932	11978/071	11992/464	12026/982	12053/542	12154/204	12214/015
8989/866	11978/073	11992/466	12026/990	12053/546	12155/976	12214/018
8995/457	11978/077	11992/468	12026/991	12053/550	12155/983	12216/275
9000/246	11978/081	11992/594	12027/000	12053/558	12155/991	12216/291
9026/567	11978/084	11992/602	12031/633	12053/563	12156/057	12216/303
9031/377	11978/086	11992/606	12031/636	12053/564	12156/058	12216/328
9039/154	11978/096	11992/608	12031/646	12053/588	12156/261	12216/330
9041/695	11978/111	11992/613	12031/652	12053/600	12157/202	12216/331
9050/588	11978/520	11992/618	12031/657	12058/523	12157/203	12216/336
9060/434	11978/560	11992/624	12031/660	12058/525	12157/215	12216/376
9075/466	11978/954	11992/633	12031/668	12058/532	12157/219	12216/385
9077/351	11978/965	11992/651	12031/677	12058/536	12157/221	12216/682
9085/413	11978/967	11992/666	12031/688	12058/537	12157/231	12216/688
9085/975	11978/969	11992/680	12031/695	12058/540	12157/238	12216/711
9089/608	11978/972	11992/687	12031/705	12058/545	12157/250	12216/736
9091/162	11978/973	11992/699	12031/706	12058/552	12157/256	12216/743
9109/397	11979/324	11993/248	12031/707	12058/553	12162/570	12216/748
9109/406	11979/331	11993/249	12031/715	12058/558	12162/651	12216/750
9121/347	11979/341	11993/251	12031/719	12058/590	12165/811	12216/762
9121/360	11979/347	11993/252	12031/721	12058/606	12167/440	12216/771
9121/387	11979/348	11993/253	12033/117	12059/986	12168/675	12216/794
9125/048	11979/425	11993/274	12033/118	12060/005	12168/692	12216/796
9132/247	11979/444	11993/290	12033/121	12060/015	12168/709	12216/797
9153/639	11979/446	11993/579	12033/125	12060/023	12169/489	12217/645
9157/638	11979/452	11993/582	12033/128	12060/053	12169/513	12217/646
9203/667	11979/578	11993/587	12033/141	12060/063	12173/608	12217/648
9208/354	11979/582	11993/588	12033/142	12060/142	12176/362	12217/651
9271/948	11979/587	11993/591	12033/145	12060/171	12176/572	12217/658
9304/800	11979/674	11993/598	12034/758	12060/189	12176/799	12217/663

AT390547J

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9330/229	11979/682	11993/600	12034/828	12060/190	12176/800	12217/670
9341/960	11980/435	11993/605	12034/836	12060/701	12176/805	12217/678
9352/791	11980/437	11994/105	12034/847	12060/707	12176/807	12219/728
9366/674	11980/440	11994/111	12034/849	12060/723	12176/883	12219/731
9371/907	11980/445	11994/116	12036/730	12061/541	12176/892	12219/732
9379/582	11980/448	11994/272	12036/731	12063/652	12176/894	12219/737
9389/041	11980/454	11994/281	12036/732	12063/683	12176/908	12219/747
9391/631	11980/460	11995/971	12036/747	12063/884	12176/914	

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Document Assembled	**01/03/2025 14:04**

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(1)

Subdivision or consolidation

Section 22 Subdivision Act 1988

PS617320S/S40
18/01/2019 $7,902.10 PS

Lodged by
Name: Fastrack Conveyancing
Phone:
Address:
Reference:
Customer code: 13932X

The applicant applies for registration of the plan.

Land: (volume and folio)

VOLUME 12040 FOLIO 643 (LOT S44 ON PS617320S)

Applicant: (full name and address, including postcode)

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

Plan no.: 617320S / S40 SPEAR no.: (if applicable) S110958S Stage no.: (if applicable) 40

Council in which land is located: MITCHELL SHIRE COUNCIL

Signing:

35271702A

22SA

THE BACK OF THIS FORM MUST NOT BE USED

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

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Beveridge Property
Developers Pty Ltd.

ACN 130 227 593
ABN 12 990 269 294

501 Blackburn Road
Mount Waverley VIC 3149

PO Box 153
Mount Waverley VIC 3149

P 03 9915 5458
F 03 9038 4987

To:

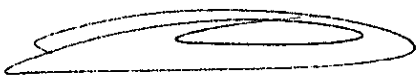
Land Titles Office
570 Bourke Street
MELBOURNE VIC 3000

Dear Sir/ Madam,

Re: Beveridge Property Developers Pty Ltd
Consent and Order to Register PS617320S / S40

We, Beveridge Property Developers Pty Ltd, as mortgagee under Mortgage number AQ492280G on Certificate of Title Lot S44 of PS617320S (Volume 12040 Folio 643) in relation to lodgement of Plan of Subdivision PS617320S / S40 and Discharge of Mortgage AQ492280G over Lots 4001 to 4036 (inclusive), issuing from this plan, provide consent for Registration of PS617320S/ S40 Version D, and request the Registrar issue the Ect Control back to Corrs Chambers Westgarth who act on behalf of ANZ Banking Group Limited.

Yours faithfully;



Yvonne June Fell

As company Secretary for;
BEVERIDGE PROPERTY DEVELOPERS PTY LTD



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FASTRACK
CONVEYANCING PTY LTD
A.C.N 132 349 403 A.B.N 29 132 349 403



Our Ref: MB:0101880
Your Ref:

26 November 2018

Land Titles Office
570 Bourke Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd Consent and Order to Register PS617320S/ S40

We act for Beveridge Property Developers Pty Ltd as mortgagee under mortgage number AQ492280G and Beveridge Land Pty Ltd as registered proprietors on Certificate of Title Lot S44 of PS607320S (Volume 12040 Folio 643) in relation to lodgement of Plan of Subdivision PS617320S/S40 and Discharge of Mortgage AQ492280G over Lots 4001 to 4036 (inclusive) issuing from this Plan.

Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd consent to registration of PS617320S/S40 Version D, and request the Registrar issue the eCT Control back to Corrs Chambers Westgarth who act on behalf of ANZ Banking Group Limited.

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

Yours faithfully,
FASTRACK CONVEYANCING PTY. LTD.

Per: M Gray

Direct Phone: 03 9915 5539
Direct Fax: 03 9038 4912
Email: melissa@fastrackconveyancing.com.au

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 300, 902 - 916, 918 - 928, 1201 - 1236, 1401 - 1444, 1501 - 1544, 1601 - 1634, 1701 - 1746, 1801 - 1817, 1901 - 1910, 2001 - 2040, 2101 - 2150, 2301 - 2372, 2701 - 2738, 2801 - 2833, 2901 - 2928, 3001 - 3033, 3101 - 3143, 3201 - 3236, 3301 - 3331, 3401 - 3434, 3501 - 3531, 3601 - 3631, 3701 - 3744, 3801 - 3856, 3901 - 3938, 4001 - 4036, 4101 - 4138, 4201 - 4237, 4301 - 4352, 4401 - 4422, 4501 - 4518, 4601 - 4621, 4623 - 4646, 4701 - 4731, 4801 - 4838, 4901 - 4927, 5001 - 5021, 5101 - 5128, 5201 - 5231, 5301 - 5335, 5401 - 5438, 5501 - 5535, 5601 - 5640, 6001 - 6017, 6101 - 6129, 6301 - 6317, 6401 - 6451, 6501 - 6519, 6601 - 6623, 6701 - 6727, 8101 - 8149, 9701 - 9711, S3, S71.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

PS617320S/S54 11/10/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AH448929E 24/08/2010

Additional Owners Corporation Information:

OC005450Q 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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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

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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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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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 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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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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 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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Entitlement and Liability:

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
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OWNERS CORPORATION 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

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

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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

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PLAN NO. PS617320S

Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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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

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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

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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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Department of Environment, Land, Water & Planning

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Produced: 01/03/2025 02:04:08 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 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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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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

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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

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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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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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

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Entitlement and Liability:

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

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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

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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

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Entitlement and Liability:

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

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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

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PLAN NO. PS617320S

Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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PLAN NO. PS617320S

Entitlement and Liability:

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

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

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

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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

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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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5110	100	100
Lot 5111	100	100
Lot 5112	100	100
Lot 5113	100	100
Lot 5114	100	100
Lot 5115	100	100
Lot 5116	100	100
Lot 5117	100	100
Lot 5118	100	100
Lot 5119	100	100
Lot 5120	100	100
Lot 5121	100	100
Lot 5122	100	100
Lot 5123	100	100
Lot 5124	100	100
Lot 5125	100	100
Lot 5126	100	100
Lot 5127	100	100
Lot 5128	100	100
Lot 5201	100	100
Lot 5202	100	100
Lot 5203	100	100
Lot 5204	100	100
Lot 5205	100	100
Lot 5206	100	100
Lot 5207	100	100
Lot 5208	100	100
Lot 5209	100	100
Lot 5210	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5211	100	100
Lot 5212	100	100
Lot 5213	100	100
Lot 5214	100	100
Lot 5215	100	100
Lot 5216	100	100
Lot 5217	100	100
Lot 5218	100	100
Lot 5219	100	100
Lot 5220	100	100
Lot 5221	100	100
Lot 5222	100	100
Lot 5223	100	100
Lot 5224	100	100
Lot 5225	100	100
Lot 5226	100	100
Lot 5227	100	100
Lot 5228	100	100
Lot 5229	100	100
Lot 5230	100	100
Lot 5231	100	100
Lot 5301	100	100
Lot 5302	100	100
Lot 5303	100	100
Lot 5304	100	100
Lot 5305	100	100
Lot 5306	100	100
Lot 5307	100	100
Lot 5308	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5309	100	100
Lot 5310	100	100
Lot 5311	100	100
Lot 5312	100	100
Lot 5313	100	100
Lot 5314	100	100
Lot 5315	100	100
Lot 5316	100	100
Lot 5317	100	100
Lot 5318	100	100
Lot 5319	100	100
Lot 5320	100	100
Lot 5321	100	100
Lot 5322	100	100
Lot 5323	100	100
Lot 5324	100	100
Lot 5325	100	100
Lot 5326	100	100
Lot 5327	100	100
Lot 5328	100	100
Lot 5329	100	100
Lot 5330	100	100
Lot 5331	100	100
Lot 5332	100	100
Lot 5333	100	100
Lot 5334	100	100
Lot 5335	100	100
Lot 5401	100	100
Lot 5402	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5403	100	100
Lot 5404	100	100
Lot 5405	100	100
Lot 5406	100	100
Lot 5407	100	100
Lot 5408	100	100
Lot 5409	100	100
Lot 5410	100	100
Lot 5411	100	100
Lot 5412	100	100
Lot 5413	100	100
Lot 5414	100	100
Lot 5415	100	100
Lot 5416	100	100
Lot 5417	100	100
Lot 5418	100	100
Lot 5419	100	100
Lot 5420	100	100
Lot 5421	100	100
Lot 5422	100	100
Lot 5423	100	100
Lot 5424	100	100
Lot 5425	100	100
Lot 5426	100	100
Lot 5427	100	100
Lot 5428	100	100
Lot 5429	100	100
Lot 5430	100	100
Lot 5431	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5432	100	100
Lot 5433	100	100
Lot 5434	100	100
Lot 5435	100	100
Lot 5436	100	100
Lot 5437	100	100
Lot 5438	100	100
Lot 5501	100	100
Lot 5502	100	100
Lot 5503	100	100
Lot 5504	100	100
Lot 5505	100	100
Lot 5506	100	100
Lot 5507	100	100
Lot 5508	100	100
Lot 5509	100	100
Lot 5510	100	100
Lot 5511	100	100
Lot 5512	100	100
Lot 5513	100	100
Lot 5514	100	100
Lot 5515	100	100
Lot 5516	100	100
Lot 5517	100	100
Lot 5518	100	100
Lot 5519	100	100
Lot 5520	100	100
Lot 5521	100	100
Lot 5522	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5523	100	100
Lot 5524	100	100
Lot 5525	100	100
Lot 5526	100	100
Lot 5527	100	100
Lot 5528	100	100
Lot 5529	100	100
Lot 5530	100	100
Lot 5531	100	100
Lot 5532	100	100
Lot 5533	100	100
Lot 5534	100	100
Lot 5535	100	100
Lot 5601	100	100
Lot 5602	100	100
Lot 5603	100	100
Lot 5604	100	100
Lot 5605	100	100
Lot 5606	100	100
Lot 5607	100	100
Lot 5608	100	100
Lot 5609	100	100
Lot 5610	100	100
Lot 5611	100	100
Lot 5612	100	100
Lot 5613	100	100
Lot 5614	100	100
Lot 5615	100	100
Lot 5616	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5617	100	100
Lot 5618	100	100
Lot 5619	100	100
Lot 5620	100	100
Lot 5621	100	100
Lot 5622	100	100
Lot 5623	100	100
Lot 5624	100	100
Lot 5625	100	100
Lot 5626	100	100
Lot 5627	100	100
Lot 5628	100	100
Lot 5629	100	100
Lot 5630	100	100
Lot 5631	100	100
Lot 5632	100	100
Lot 5633	100	100
Lot 5634	100	100
Lot 5635	100	100
Lot 5636	100	100
Lot 5637	100	100
Lot 5638	100	100
Lot 5639	100	100
Lot 5640	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6401	100	100
Lot 6402	100	100
Lot 6403	100	100
Lot 6404	100	100
Lot 6405	100	100
Lot 6406	100	100
Lot 6407	100	100
Lot 6408	100	100
Lot 6409	100	100
Lot 6410	100	100
Lot 6411	100	100
Lot 6412	100	100
Lot 6413	100	100
Lot 6414	100	100
Lot 6415	100	100
Lot 6416	100	100
Lot 6417	100	100
Lot 6418	100	100
Lot 6419	100	100
Lot 6420	100	100
Lot 6421	100	100
Lot 6422	100	100
Lot 6423	100	100
Lot 6424	100	100
Lot 6425	100	100
Lot 6426	100	100
Lot 6427	100	100
Lot 6428	100	100
Lot 6429	100	100

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Land Parcel	Entitlement	Liability
Lot 6430	100	100
Lot 6431	100	100
Lot 6432	100	100
Lot 6433	100	100
Lot 6434	100	100
Lot 6435	100	100
Lot 6436	100	100
Lot 6437	100	100
Lot 6438	100	100
Lot 6439	100	100
Lot 6440	100	100
Lot 6441	100	100
Lot 6442	100	100
Lot 6443	100	100
Lot 6444	100	100
Lot 6445	100	100
Lot 6446	100	100
Lot 6447	100	100
Lot 6448	100	100
Lot 6449	100	100
Lot 6450	100	100
Lot 6451	100	100
Lot 6501	100	100
Lot 6502	100	100
Lot 6503	100	100
Lot 6504	100	100
Lot 6505	100	100
Lot 6506	100	100
Lot 6507	100	100

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

Land Parcel	Entitlement	Liability
Lot 6508	100	100
Lot 6509	100	100
Lot 6510	100	100
Lot 6511	100	100
Lot 6512	100	100
Lot 6513	100	100
Lot 6514	100	100
Lot 6515	100	100
Lot 6516	100	100
Lot 6517	100	100
Lot 6518	100	100
Lot 6519	100	100
Lot 6601	100	100
Lot 6602	100	100
Lot 6603	100	100
Lot 6604	100	100
Lot 6605	100	100
Lot 6606	100	100
Lot 6607	100	100
Lot 6608	100	100
Lot 6609	100	100
Lot 6610	100	100
Lot 6611	100	100
Lot 6612	100	100
Lot 6613	100	100
Lot 6614	100	100
Lot 6615	100	100
Lot 6616	100	100
Lot 6617	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/03/2025 02:04:08 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6618	100	100
Lot 6619	100	100
Lot 6620	100	100
Lot 6621	100	100
Lot 6622	100	100
Lot 6623	100	100
Lot 6701	100	100
Lot 6702	100	100
Lot 6703	100	100
Lot 6704	100	100
Lot 6705	100	100
Lot 6706	100	100
Lot 6707	100	100
Lot 6708	100	100
Lot 6709	100	100
Lot 6710	100	100
Lot 6711	100	100
Lot 6712	100	100
Lot 6713	100	100
Lot 6714	100	100
Lot 6715	100	100
Lot 6716	100	100
Lot 6717	100	100
Lot 6718	100	100
Lot 6719	100	100
Lot 6720	100	100
Lot 6721	100	100
Lot 6722	100	100
Lot 6723	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/03/2025 02:04:08 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6724	100	100
Lot 6725	100	100
Lot 6726	100	100
Lot 6727	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/03/2025 02:04:08 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 8148	100	100
Lot 8149	100	100
Lot 9701	100	100
Lot 9702	100	100
Lot 9703	100	100
Lot 9704	100	100
Lot 9705	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/03/2025 02:04:08 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 9706	100	100
Lot 9707	100	100
Lot 9708	100	100
Lot 9709	100	100
Lot 9710	100	100
Lot 9711	100	100
Lot S3	100	100
Lot S71	1	1
Total	**201101.00**	**201101.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 1th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

41 DOMAIN DRIVE, BEVERIDGE 3753
SHIRE OF MITCHELL

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

Date of issue: 1th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76019082 - 76019082140210 '619665'

PROPERTY REPORT

Energy, Environment and Climate Action

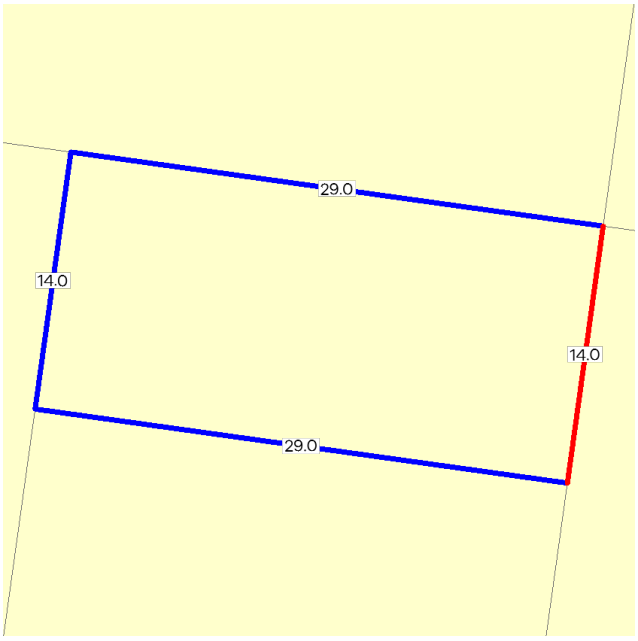
From www.land.vic.gov.au at 01 March 2025 02:02 PM

PROPERTY DETAILS

Address:	**41 DOMAIN DRIVE BEVERIDGE 3753**
Lot and Plan Number:	**Lot 4036 PS617320**
Standard Parcel Identifier (SPI):	**4036\PS617320**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**124487**
Directory Reference:	**Melway 667 B10**

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 406 sq. m
Perimeter: 86 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 01 March 2025 02:02 PM

PROPERTY DETAILS

Address:	**41 DOMAIN DRIVE BEVERIDGE 3753**
Lot and Plan Number:	**Lot 4036 PS617320**
Standard Parcel Identifier (SPI):	**4036\PS617320**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**124487**
Planning Scheme:	**Mitchell** Planning Scheme - Mitchell
Directory Reference:	**Melway 667 B10**

UTILITIES

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

STATE ELECTORATES

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

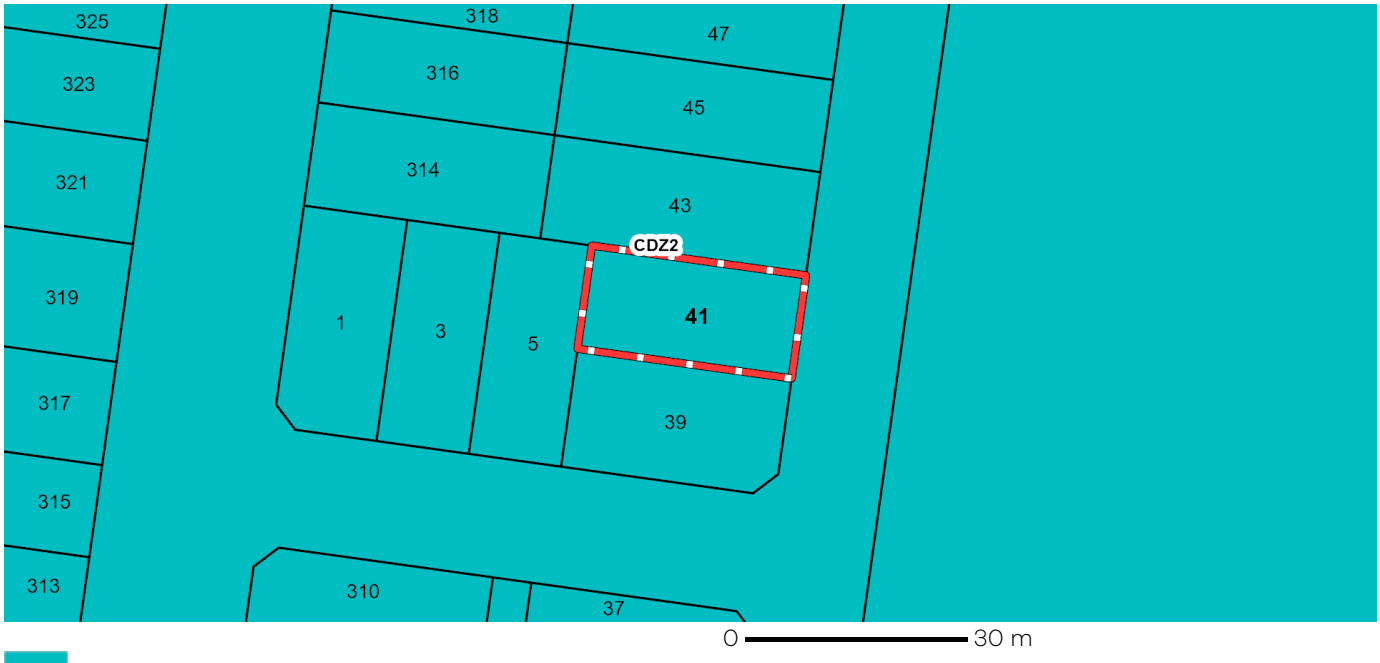
OTHER

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

View location in VicPlan

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ)
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 (CDZ2)



CDZ - Comprehensive Development

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

Planning Overlays

No planning overlay found

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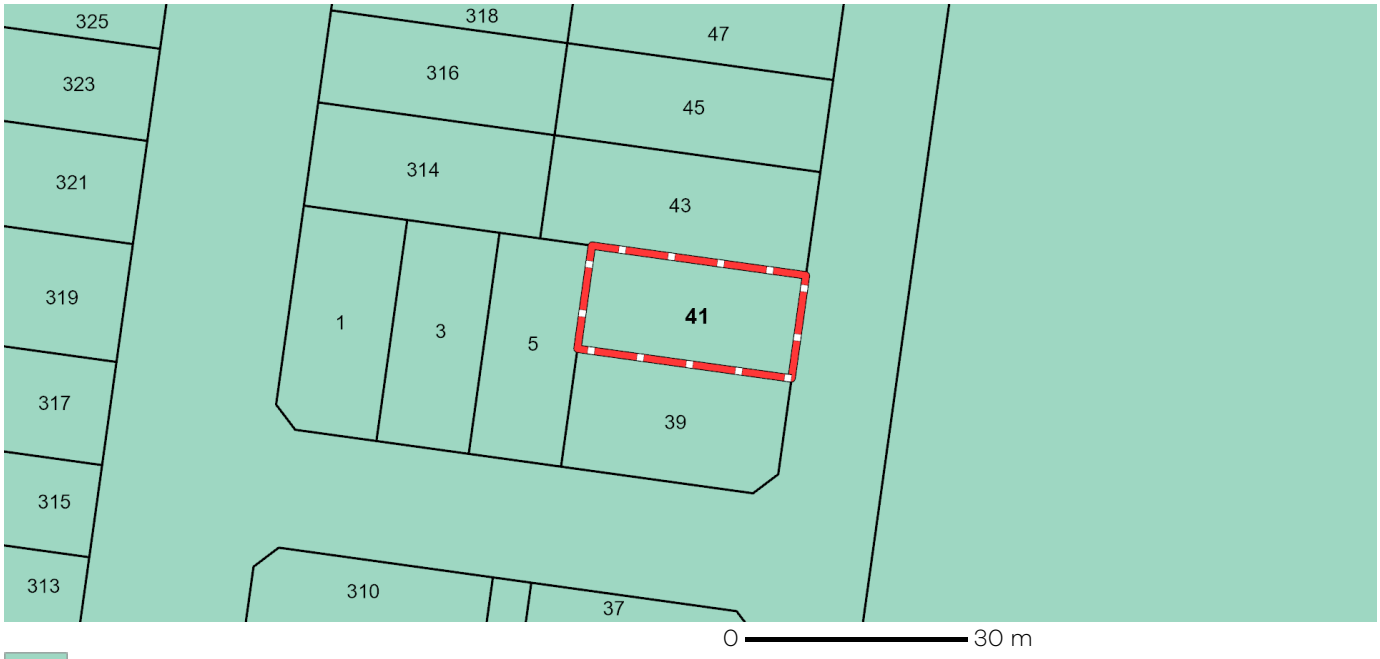
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 27 February 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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.

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MITCHELL SHIRE COUNCIL

Property No: 124487/
Your Ref: 76019082-023-8

BUILDING CERTIFICATE

REGULATION 51 (1)

3 March 2025

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

41 Domain Drive BEVERIDGE VIC 3753

I refer to your request regarding the above property and the response is as follows: -

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
6707323299261	12/11/2020	Construction of a dwelling and garage	Occupancy No: 6707323299261	14/04/2021

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact me using the contact details below.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

MITCHELL SHIRE COUNCIL

113 High Street, Broadford VIC 3658
T (03) 5734 6200
F (03) 5734 6222

E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au
ABN 27 352 592 142

Issue Date
26 July 2024

Valuations, Rates and Charges
1 July 2024 to 30 June 2025

Property Number
124487

V J Wells & D P Wells
41 Domain Drive
BEVERIDGE VIC 3753

Overdue Pay Now
$0.00

025

Property 41 Domain Drive, BEVERIDGE VIC 3753
Lot 4036 PS 617320 Vol 12058 Fol 558

Site Value	$306,000	**Market Level Date**	01/01/2024
Net Annual Value	$30,600	**Valuation Effective Date**	01/07/2024
Capital Improved Value (CIV)	$612,000		

COUNCIL: Rates and Charges 2024/2025		
Extra Garbage Service	1 x Extra 120L Garbage	$307.00
Standard Garbage Charge	1 x $544.00	$544.00
Gen Rate - General Land	$612,000 x 0.00233444	$1,428.60
Municipal Charge	1 x $199.35	$199.35
Total Council Rates and Charges 2024/2025		**$2,478.95**
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	$612,000 x 0.000087	$53.20
Total State Government Fire Services Property Levy 2024/2025		**$185.20**
Payments/Adjustments		-$1,133.42

COPY

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

Instalment 1 Due 30/09/2024

Instalment 2 Due 30/11/2024
$198.73

Instalment 3 Due 28/02/2025
$666.00

Instalment 4 Due 31/05/2025
$666.00

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

Total Amount Payable **$1,530.73**

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

BPAY Biller Code: 93807 Ref: 1244870

BPAYVIEW View and pay this bill using internet banking
BPayView Registration No.: 1244870

BPOINT Bill Payment
Biller Code: 93807
Ref#: 1244870
INTERNET Go to www.bpoint.com.au
PHONE: Phone 1300 BPOINT

Post Billpay
Billpay Code: 9190
Ref: 1244 8732

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

*71 190 124487 32

Receive your rates notice via email
Register now at **mitchellshire.enotices.com.au**
with eNotices reference number **09609E41CZ**
eNotices

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	$1,428.68
Vacant Land - Residential	0.00466888	$2,857.35
Vacant Land - Commercial/Industrial	0.00583610	$3,571.69
Rural Agricultural (40ha to 100ha)	0.00210100	$1,285.81
Rural Agricultural (>100ha)	0.00186755	$1,142.94
Subdivisional Land	0.00560266	$3,428.83

*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

COPY

Your quarterly bill

Yarra Valley Water

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

Account number	07 2007 9562
Invoice number	0725 3422 12271
Issue date	19 Dec 2024

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: val.wells03@gmail.com
MR D & MRS V WELLS
57 GOLF LINKS DR
BEVERIDGE VIC 3753

Balance **$5.77 CR**

No payment required

Summary

41 DOMAIN DR, BEVERIDGE

Property Number 5205 827, PS 617320

Product/Service	**Amount**
Water Supply System Charge	$20.86
Sewerage System Charge	$119.50
Yarra Valley Water Total	**$140.36**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$30.77
TOTAL (GST does not apply)	**$171.13**

No water usage has been charged on this account.

Payment summary

Last Account	$176.90 CR
Paid/Adjusted	$0.00
Balance	$176.90 CR
Total this Account	+$171.13
Total Balance	**$5.77 CR**

Yarra Valley Water

How to pay

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

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **720075724**

BPAY®
Biller code: **344366**
Ref: **072 0079 5620**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **0725 3422 12271**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR D & MRS V WELLS

Account number	07 2007 9562
Invoice number	0725 3422 12271
Balance	**$5.77 CR**
Payment not required	

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your charges explained

Water supply system charge
1 October 2024 - 31 December 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge
1 October 2024 - 31 December 2024
A fixed cost for running, maintaining, and repairing the sewerage system.

Other authority charges
Waterways and drainage charge
1 October 2024 - 31 December 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

J142574

Financial assistance

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

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 25 Mar-1 Apr 2025

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

checkpoint building surveyors

PROPERTY DETAILS

Lot 4036 (41) Domain Drive, Beveridge - 3753

LP/PS	VOLUME	FOLIO	COUNTY
PS617320S	12058	558	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT

Shire of Mitchell

BUILDING PERMIT DETAILS

Building Permit No.: 6707323299261

Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed 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	REGULATION NO.
1. Shire of Mitchell	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
3. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

08/04/2021

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

REGISTRATION NO.

BS-L 61003

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

OCCUPANCY PERMIT NO.

6707323299261

SIGNATURE



DATE OF ISSUE

14/04/2021

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099

CBS 2020/9015

Property Clearance Certificate

Land Tax

INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference:	2025/1370
Certificate No:	85811632
Issue Date:	01 MAR 2025
Enquiries:	ESYSPROD

Land Address: 41 DOMAIN DRIVE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45976905	4036	617320	12058	558	$0.00

Vendor: DUDLEY WELLS & VAL WELLS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS VAL JOSEPHINE WELLS	2025	$306,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$612,000
SITE VALUE (SV):	$306,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 85811632

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,368.00

Taxable Value = $306,000

Calculated as $1,350 plus ($306,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,120.00

Taxable Value = $612,000

Calculated as $612,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 85811632

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: 85811632

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 / COMPLETE HOME CONVEYANCING

Your Reference:	2025/1370
Certificate No:	85811632
Issue Date:	01 MAR 2025
Enquires:	ESYSPROD

Land Address:	41 DOMAIN DRIVE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45976905	4036	617320	12058	558	$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:	$612,000
SITE VALUE:	$306,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85811632

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 / COMPLETE HOME CONVEYANCING

Your Reference:	2025/1370
Certificate No:	85811632
Issue Date:	01 MAR 2025

Land Address:	41 DOMAIN DRIVE BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
4036	617320	12058	558

Vendor: DUDLEY WELLS & VAL WELLS

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 85811632

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

Biller Code: 416073
Ref: 85811636

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: 85811636

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

OWNERS CORPORATION CERTIFICATE

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

As at 11th March 2025

1. OWNERS CORPORATION DETAILS

Plan Number:	617320S (An unlimited for Plan No.
Address of Plan:	Camerons Lane Beveridge 3753
Lot Number this statement relates to:	4036
Unit Number this statement relates to:	41 DD
Postal Address	Level 51/360 Elizabeth Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor:	Dudley Purvis Wells, Val Josephine Wells
Postal Address for Lot 4036	41 Domain Drive Beveridge Victoria 3753
Purchaser:	
Person requesting Certificate:	Infotrack on behalf of Complete Home Conveyancing
Reference:	(Ref: 2025/1370)
Address:	
Fax:	
E-mail:	ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 4036

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 4036 are **1,568.82 per annum** commencing on 1 July 2024.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/24 to 30/09/24	385.66	01/07/24	Prev Agent
01/10/24 to 31/12/24	385.66	01/10/24	Prev Agent
01/01/25 to 31/03/25	398.75	01/01/25	Paid
01/04/25 to 30/06/25	398.75	01/04/25	Partial payment

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 4036.

4. CURRENT LEVY POSITION FOR LOT 4036

Fund	Balance	Paid To
Administrative	$181.87 DR	31 March 2025
Maintenance Fund	0.00	
BALANCE	**$181.87 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 4036.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 4036 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 11 March 2025:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 11 MARCH 2025	**$1,381,090.98**

8. INSURANCE

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

Policy

Policy No.	46A918445BPK
Expiry Date	30-June-2025
Insurance Company	QBE
Broker	
Premium	0.00

Cover Type	Amount of Cover
Property, Death and Injury (Public Liability)	$20,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
16/10/2024	Body Corporate Services (VIC) Pty Ltd	Current	Strata Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 51/360 Elizabeth Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Owners Corporation No. ,
Plan No. 617320S, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Common Seal
of Owners Corporation

Registered Manager

Full name: David Teehan/IG
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

11/03/2025

Date

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

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

Infotrack on behalf of Complete Home Conveyancing

11th March 2025

Dear Infotrack on behalf of Complete Home Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 4036, PLAN NO. 617320S

In response to your request, we now attach an Owners Corporation Certificate for Lot 4036 in Plan No. 617320S dated 11th March 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 (*"**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

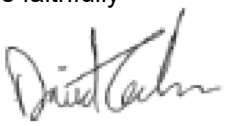
(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: David Teehan/IG
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

11/03/2025

Date

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Body Corporate Services (VIC) Pty Limited
ABN 35079654103

Po Box 444, Broadbeach QLD 4218

picagroup.com.au/bcs-strata-melbourne
bcs_melbourne@bcssm.com.au

Ph:(03)96161699

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 617320S
MANDALAY
Camerons Lane, Beveridge, VIC, 3753

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 617320S held at Club Mandalay, Camerons Lane, Beveridge, VIC, 3753; and with the option of Meeting URL: Video Conference: https://meetings.picagroup.com.au/

Passcode: HK4qZR commenced at 7:00 PM on Tuesday 26 November 2024.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
36	Scott Andrew Bristow, Marnie Bristow
74	Ainsley E Corteling, Laurette G Corteling
93	Michael Hugh Harris, Kelley Shirleen Harris
94	Brian Frederick May, Barbara Christine Pegram
101	Lee Catherine De La Cruz
105	Patrick C Fahey, Aleta J Fahey
107	Maria and Alex Wilson
114	John Leslie Seamons, Heather Lynette Seamons
132	Brett David Watt, Lisa Sarah Elizabeth Watt
134	Andrew James Hudson, D L Hudson, B P Hodder, Louise Victoria M Brookes
164	Christina Robyn Likos, Maxwell Francis Creedy
205	John Stanley Likos, Robyn Valerie Likos
244	Venkata Satya Anvesh Kakarla
245	Todd Dennis Ruttley, Brooke Frances Ruttley
249	Bradley Dyson
273	Joel David Barclay, Shivaugn Marie Smith
277	Paul David Wilkinson, Sarah Jane Wilkinson
1217	Peter Lasapatzis & Rebecca Ballan
1413	Jamie Nazifovski, Yasmina Elkadi
1423	Bett A Coldrey, Rebecca J Coldrey
1508	Leslie John Harrison, Carolyn Anne Harrison

1623	Eisho Gorail
1714	Emma Kate Paull
1808	Sarah Frances Dore, Jacob Anthony Charles De Battista
1903	Antoinette Muse
2019	Brenton Barry Haas, Emma Jean Yee
2032	Paul Charles Moschetti, Caroline Gayle Moschetti
2103	Adelyn Goh
2110	Richard Hermon, Susan Faye Helmore
2320	Omri & Christa Roets
2372	David Alan Weedon, Priscilla Marie Weedon
2902	Jason Matthew Forryan, Melissa Jayne Forryan
2913	Margaret Lynn Pearse
3023	Kyle Aron Mathers, Nicole Louise Mathers
3201	Geoffrey Raymond Weedon, Kaelene Maree Weedon
3205	Stewart Wayne Short, Antonietta Gaal
3302	Mohammad Belayet Hossain
3732	Joshua Lemon
4030	Malcolm Blair Kay, Judith Mary Kay
4101	Elaine Kok
4235	Chahat Narang
4349	Donald Ian Pritchard, Donna Louise Pritchard
4617	Leah Mercado Samson
5124	Bhawna Nanda, Jeevandeep
5410	Sean James Petersen, Alyssa Maree Rodwell
5436	Simon John Dunstone, Lynda Maree Dunstone
5628	Jessica Barker
6003	Jason Andrew Ter Haar, Jennifer Dayle Ter Haar
6447	Aaron Joseph Munchow, Elissa Jayne Munchow
8113	Joshua Daniel Burns
8117	Daniel John Jenkins
8122	Kathryn Helen Deal
8134	Ceasar Barchini
9702	Raymond Trevor Lindsay East, Leanne Julie East
9704	Leah Hyndes

Present by Proxy

Lot	In Favour of:

Apologies

Lot 4115	Thomas De Sousa
Lot 28	Chenelle White

In Attendance

David Teehan, Bronagh McDermott and Savitha Vangala representing Body Corporate Services (VIC) Pty Limited.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions.

It was noted that all decisions will be passed by simple majority unless a member present objects.

Chairperson

David Teehan

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 12 September 2023 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2 INSURANCES

2.1 Acknowledge Insurance **Ordinary Resolution**

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Note: There was a query from one owner about whether the insurance was sufficient. BCS to contact QBE for a response.

Motion Result: Passed by Simple Majority

2.2 Obtain a new Valuation **Ordinary Resolution**

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

Motion Result: Defeated by Simple Majority

3 Receive Committee Report Ordinary Resolution

That the Committee Report be received.

Motion Result: Passed by Simple Majority

4 Receive Committee Report

4.1 Receive Manager's Report **Ordinary Resolution**

That the Manager's Report be received.

Motion Result: Passed by Simple Majority

5 AUDITOR

5.1 Annual Audit **Ordinary Resolution**

That the Owners corporation resolves that the statement of accounts for the financial year 01/07/2024 to 30/06/2025 be audited.

Motion Result: Passed by Simple Majority

6 REPORTS

6.1 Receive Dispute Resolution Report/Arrears Waiver of Interest Report **Ordinary Resolution**

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

7 FINANCIAL STATEMENTS

7.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending 30 June 2024 (which report total members' funds of $1,126,363.37 as per report attached) be adopted.

Motion Result: Passed by Simple Majority

8 BUDGET

8.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing 1 July 2024, enclosed within the meeting documents, be adopted.

Motion Result: Passed by Simple Majority

9 FEES

9.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at $3,102,275.00 (incl. GST) towards the **Administration Fund**, to commence on 1 July 2024.

Motion Result: Passed by Simple Majority

9.2 Fee Instalment Periods - Administration Fund — Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending 30 June 2025, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Previous	01 Jul 2024	30 Sep 2024	01 Jul 2024	$775,568.75	$3.92
To be Issued	Current	01 Oct 2024	31 Dec 2024	01 Oct 2024	$775,568.75	$3.92
To be Issued	Next	01 Jan 2025	31 Mar 2025	01 Jan 2025	$775,568.75	$3.92
To be Issued	Next	01 Apr 2025	30 Jun 2025	01 Apr 2025	$775,568.75	$3.92
Total					**$3,102,275.00**	**$15.67**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2025	30 Sep 2025	01 Jul 2025	$775,568.75	$3.92
To be Issued	Next	01 Oct 2025	31 Dec 2025	01 Oct 2025	$775,568.75	$3.92
Total					**$1,551,137.50**	**$7.83**

Motion Result: Passed by Simple Majority

9.3 Authority to Strike Shortfall Funding Levy **Ordinary Resolution**

That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy then the Owners Corporation Manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

Motion Result: Passed by Simple Majority

10 PENALTY INTEREST AND DEBT MANAGEMENT

10.1 Charging of Penalty Interest **Ordinary Resolution**

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Passed by Simple Majority

10.2 Waiver of Penalty Interest and Late Payment Fees **Ordinary Resolution**

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to $**0**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Passed by Simple Majority

10.3 Debt Management **Ordinary Resolution**

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time, and subject to all future fees, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and

b. debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and

c. that the owners corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the owners corporation (excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Act or Regulations or the Rules of the Owners Corporation, and

d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Passed by Simple Majority

11 UTILITIES AGREEMENTS

11.1 Consider any Current Agreements **Ordinary Resolution**

That the owners corporation consider any current agreements for the supply of electricity, gas, or any other utility relevant to the owners corporation and determine any action required.

Motion Result: Defeated by Simple Majority

11.2 Engage Services of Energy Broker **Ordinary Resolution**

That the owners corporation instruct the owners corporation manager to engage the services of an energy broker to assist the committee with the negotiation of utility agreement/s and for these purposes be authorised to sign a letter of authorisation with the broker.

Motion Result: Defeated by Simple Majority

11.3 Authorise a Representative **Ordinary Resolution**

That the owners corporation authorise a representative of the committee to liaise with the appointed energy broker.

Motion Result: Defeated by Simple Majority

11.4 Authorise the Committee **Ordinary Resolution**

That the owners corporation authorise the committee to evaluate the analysis from the energy broker and approve new utility agreement/s on behalf of the owners corporation, if any.

Motion Result: Defeated by Simple Majority

11.5 Owners Corporation Authorisation **Ordinary Resolution**

That the owners corporation authorise:

a. two members of the committee to sign approved single-site utility agreement/s on behalf of the owners corporation; and
b. the owners corporation manager to sign approved multi-site utility agreement/s on behalf of the owners corporation.

Motion Result: Defeated by Simple Majority

12 ENGAGEMENT OF CONTRACTORS

12.1 Engagement of Contractors **Ordinary Resolution**

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Passed by Simple Majority

13 ESSENTIAL SAFETY

13.1 Essential Safety **Ordinary Resolution**

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Passed by Simple Majority

14 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

14.1 Use of Common Seal and Execution of Documents — Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager
- OC Certificate for prospective vendors.

Motion Result: Passed by Simple Majority

15 COMMITTEE

15.1 To Elect a Committee — Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

Motion Result: Passed by Simple Majority

15.2 Election of Committee — Ordinary Resolution

That members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

Committee members:
Louise Brookes
Richard Hermon
Malcolm Kay
Brooke Ruttley
Sarah Wilkinson

Motion Result: Passed by Simple Majority

15.3 Committee To Elect a Chairperson — Ordinary Resolution

That the Committee elect the Chairperson of the Owners Corporation.

Chairperson:
Brooke Ruttley

Motion Result: Passed by Simple Majority

15.4 Owners Corporation to Elect Chairperson — Ordinary Resolution

That, if the above Motion is defeated, the Owners Corporation elect a Chairperson of the Owners Corporation.

Motion Result: Passed by Simple Majority

15.5 Committee To Elect a Secretary — Ordinary Resolution

That the Owners Corporation appoint a Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Secretary:
David Teehan (BCS)

Motion Result: Passed by Simple Majority

15.6 Delegation of Powers to Committee **Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Passed by Simple Majority

15.7 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Passed by Simple Majority

16 GENERAL BUSINESS

16.1 Maintenance plan
One member sought clarification on the need for a Maintenance Plan for the Owners Corporation. BCS and the committee will clarify the position of the Owners Corporation regarding this query.

16.2 Thanks to the Owners Corporation Committee
It was resolved by all members present to thank the Owners Corporation Committee for all their hard work over the last 12 months.

16.3 Bins
The issue of where some units can store their bins was raised by a few members. With the council providing a 4th bin to residents in early 2025, this was a concern for several members present. The Owners Corporation Committee will liaise with the council about possible options moving forward. The Owners Corporation Committee in conjunction with BCS will also review the current rules for the Owners Corporation and revise the rules.

16.4 Rubbish
It was raised that some of the rubbish around the property is not being picked up by the maintenance team. This will be passed on to them to rectify this.

16.5 Comments regarding the AGM
One member present raised some concerns regarding the running of the AGM.

17 NEXT MEETING

Proposal for a tentative date of 16th September 2025 for the next Annual General Meeting.

Closure

There being no further business the Chairperson declared the meeting closed at 08:00 PM.



Your guide to setting up CommunityHub

Follow our step-by-step guide to creating your CommunityHub account and setting up multi-factor authentication (MFA) to help keep your account secure.

CommunityHub set up guide

Welcome to CommunityHub

Following the launch of our new customer portal, CommunityHub customers should have already received an email with their login details. This includes instructions for multi-factor authentication (MFA) to help keep your account secure.

Our ultimate aim is to simplify and enhance your user experience. We hope you will find our new CommunityHub portal practical, intuitive, and easy to navigate.

Once you have received an email to activate CommunityHub, please follow the guide to set up your account.

Learn more	Page
Step 1 Installing an authenticator app	3
Step 2 Activating your CommunityHub account	4
Step 3 Set a new password	5
Step 4 Sign into your new CommunityHub account and link your authenticator app	6
Step 5 (optional) Link your authenticator app without scanning a QR code	9
Step 6 Save your recovery code	12
Step 7 (optional) Add CommunityHub as a mobile shortcut	13
Step 8 How to log in next time	16

Step 1

Installing an authenticator app

In line with the Australian Government's cybercrime advice, you will need two things each time you log in to your CommunityHub account: Your password and a 6-digit login code from an authenticator app.

If you don't have an authenticator app on your device (e.g. smartphone or tablet), you will need to install one before activating your account. Many different authenticator apps are available, but if this is your first time installing this type of app, we have included step-by-step guides for the Google Authenticator and Microsoft Authenticator apps.

Please view the Google Authenticator and Microsoft Authenticator app sections below to see how to download it to your device.

How to set up the Google Authenticator App

1 Download the app on your phone:

If you have an Apple device:

Go to the Apple Store and download the app on your phone.

Click here or scan the QR code to download on Apple.

If you have an Android device:

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

Click here or scan the QR code to download on Andriod.

How to set up the Microsoft Authenticator App

1 Download the app on your phone:

If you have an Apple device:

Go to the Apple Store and download the app on your phone.

Click here or scan the QR code to download on Apple.

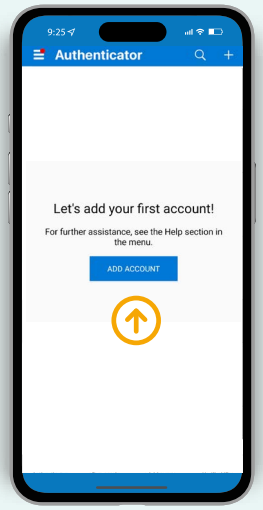
If you have an Android device:

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

Click here or scan the QR code to download on Andriod.

2 **Add an account**

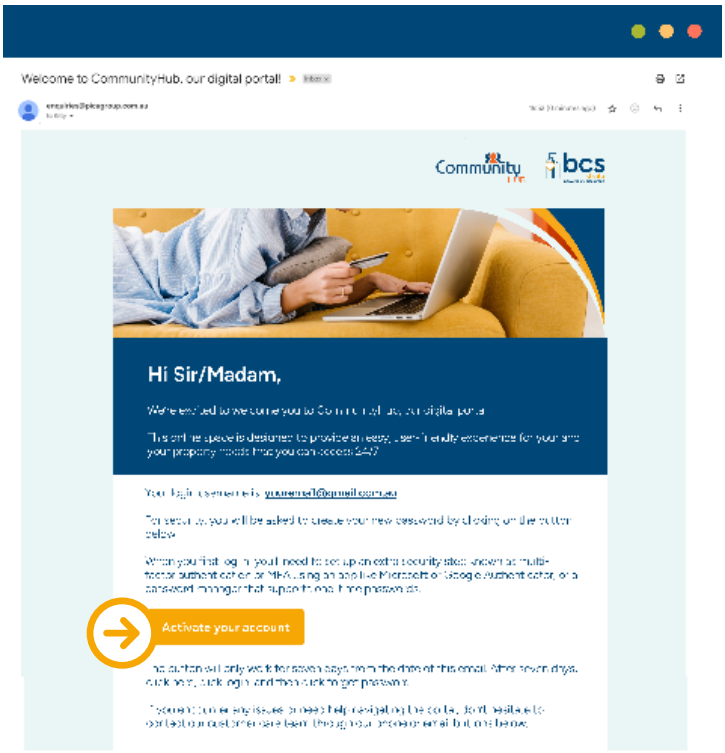
Once installed, open the app, and click 'Add Account'.



Step 2

Activating your CommunityHub account

1 Once your authenticator app is ready, return to your CommunityHub set up email and click on the ‘Activate your account’ button.



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

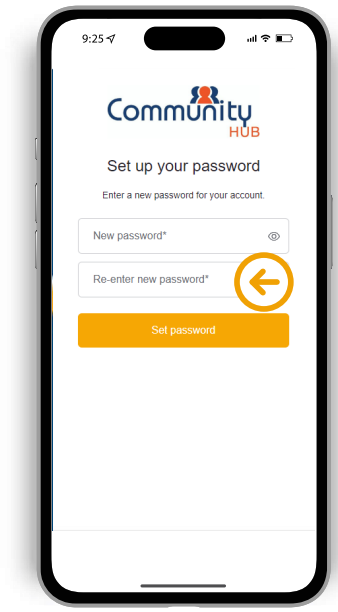


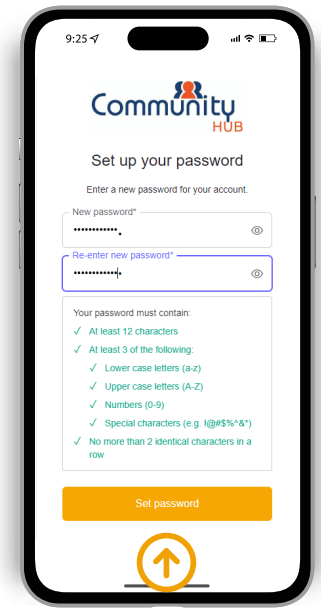
Step 3

Set a new password

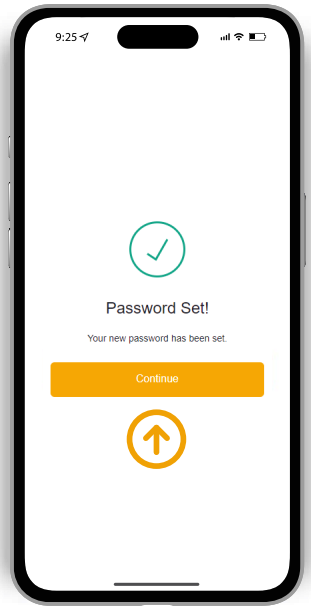
1 You will be asked to enter a new password to set up your account.

2 Please ensure your new password fulfils the prompted requirements and click the 'Set password' button to continue.





3 Your new password should now be successfully set up. Next, click on the 'Continue' button to navigate back to the main page.



Step 4

Sign into your new CommunityHub account and link your authenticator app

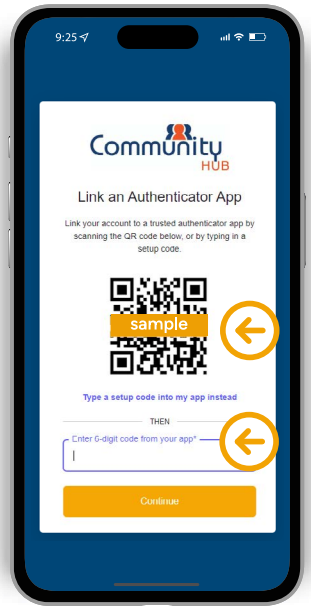
1 You will now be prompted to sign into your new CommunityHub account by clicking the 'login' button.

2 Sign into your new account using your associated email and type in the new password (created in step 3).



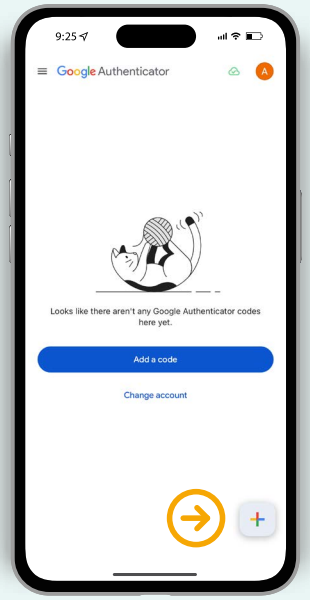


3 To link your account, open your chosen authenticator app from step 1 to scan the QR code. Please note that using the normal camera app will not work for this. The QR code will generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field in the CommunityHub set up page. If your app is on the same device you are logging into, or you can't scan QR codes, skip to step 5 to manually type in a code instead. For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

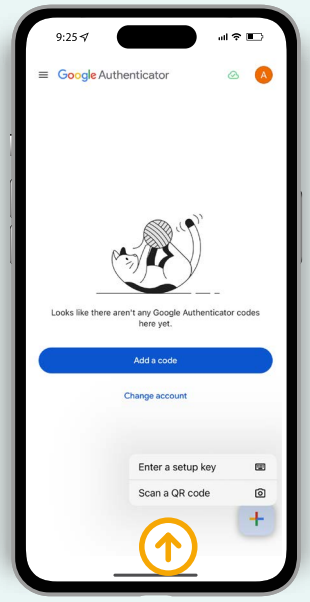


How to link your Google Authenticator App

1. Open your Google Authenticator app and select the plus (+) icon on the bottom right home screen.

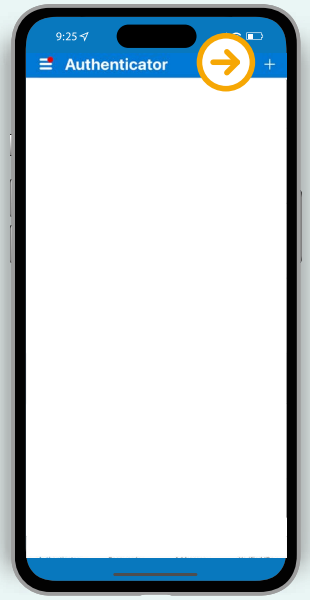


2. Select the 'Scan a QR code ' option.

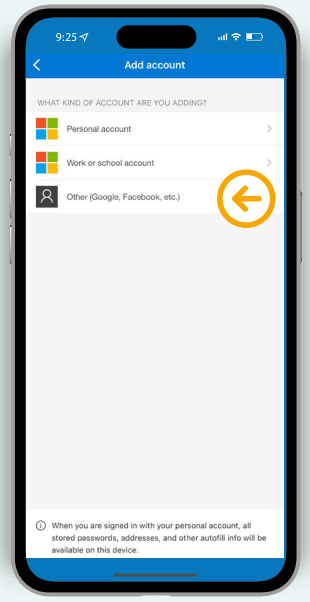


How to link your Microsoft Authenticator App

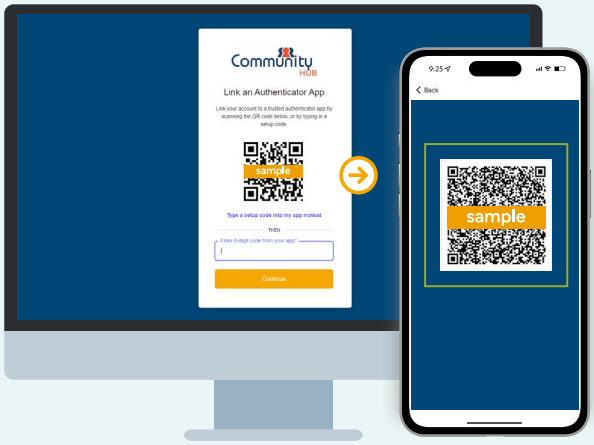
1. Open your Microsoft Authenticator app and select the plus (+) icon on the top right navigation bar.



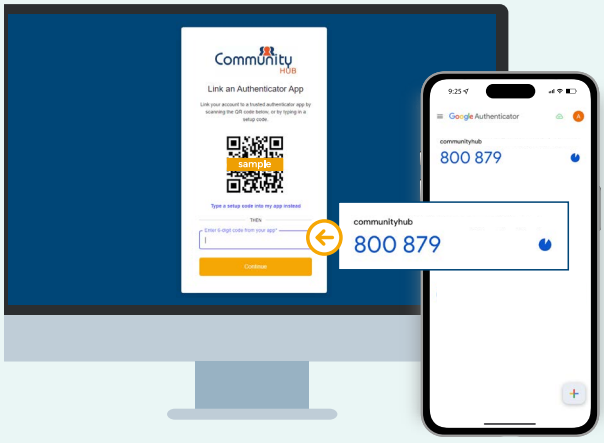
2. Select 'Other account (Google, Facebook, etc.)' option.



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



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



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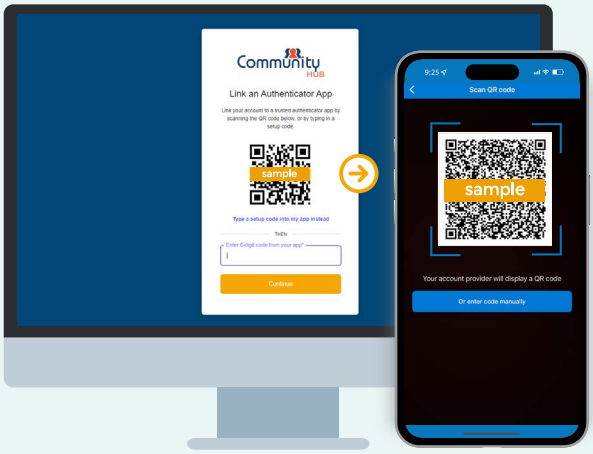
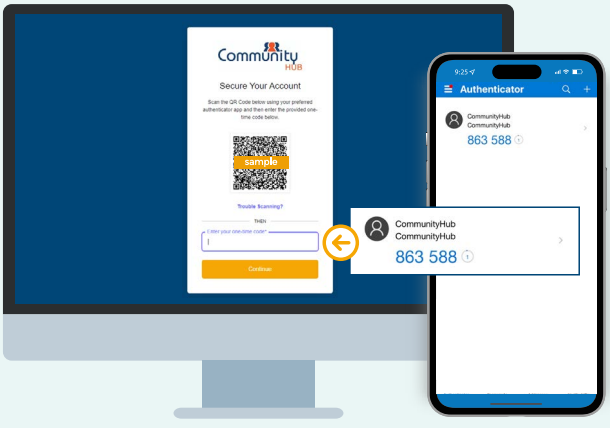


4 On the home screen of the Microsoft Authenticator app, you should now have a six-digit code that you can type into the 'Enter your one-time code' field in the CommunityHub set-up page.



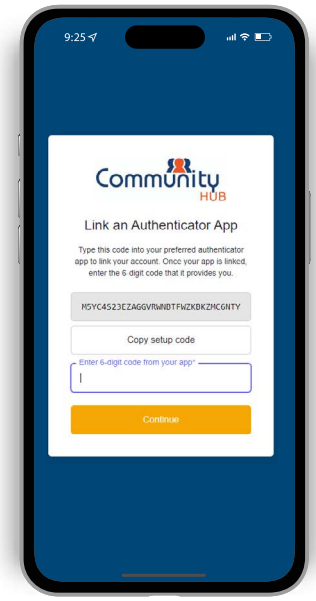
Step 5 (optional)

Link your authenticator app without scanning a QR code

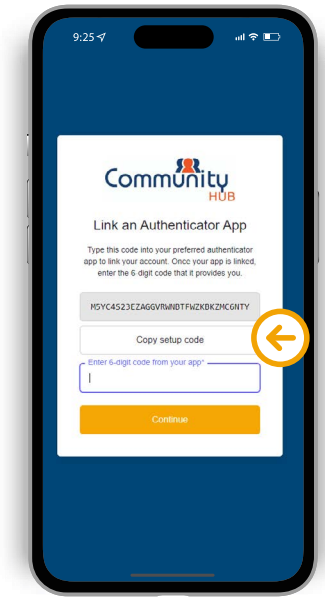
1. Please click the 'Type a setup code into my app instead' link below the QR code displayed on the CommunityHub set up page when you create your account in step 4.



2. This will open up a new page with a setup code you can copy into your authenticator app.

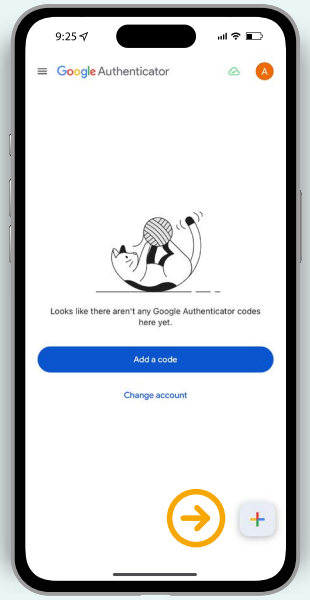


3. Copy or enter the setup code into your chosen authenticator app. This would then generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field on the CommunityHub setup page. For more help completing this step in an authentication app, please view the following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

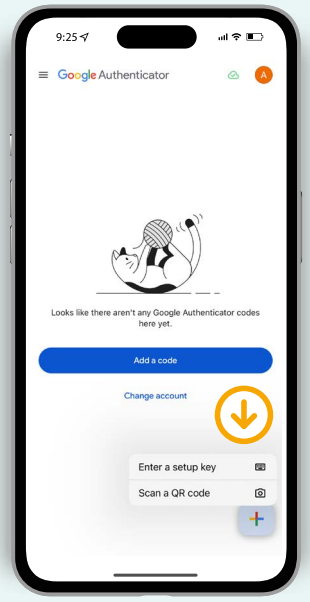


How to enter a code
Google Authenticator App

1 Open your Google Authenticator app and select the plus (+) icon on the bottom right of the home screen.

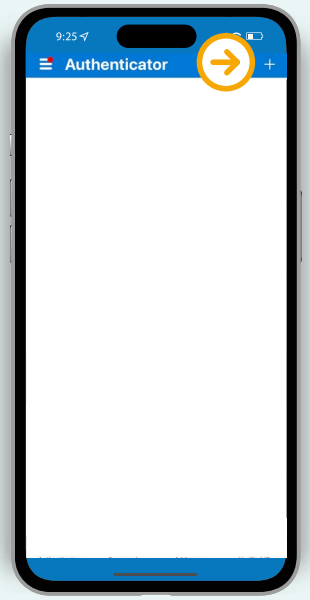


2 Select the 'Enter a setup key' option.

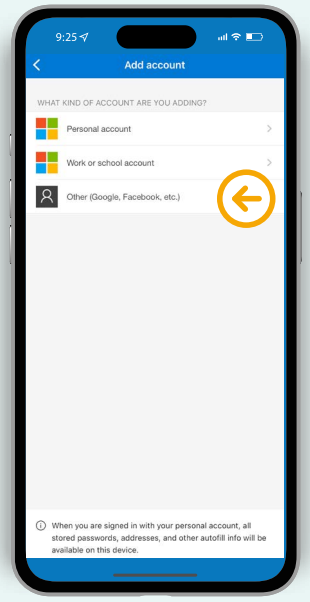


How to enter a code
Microsoft Authenticator App

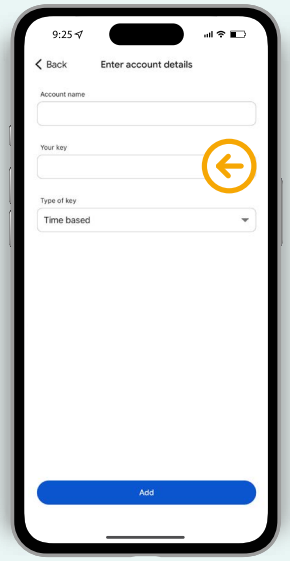
1 Open your Microsoft Authenticator app and select the plus (+) icon on the top right navigation bar.



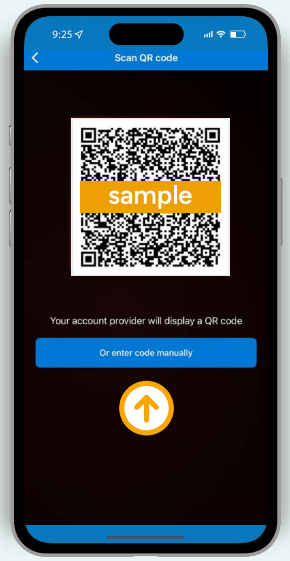
2 Select the 'Other account (Google, Facebook, etc.)' option.



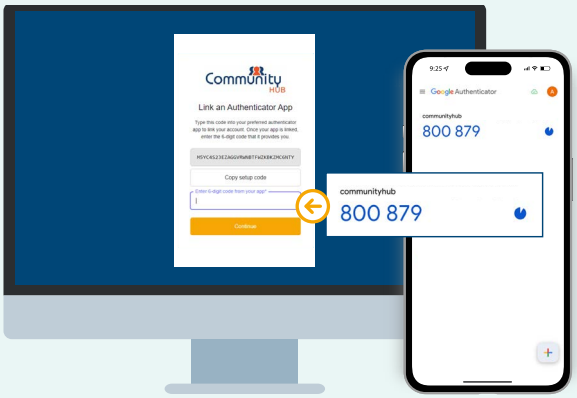
3 Add a recognisable account name and then copy and paste the recovery code from the CommunityHub set up page in step 5 into the 'Your key' field.



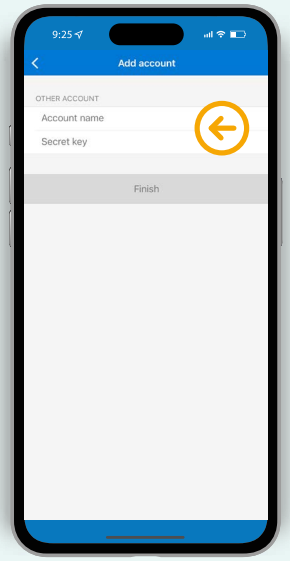
3 Click on the 'Or enter code manually' button below the QR code scanner.



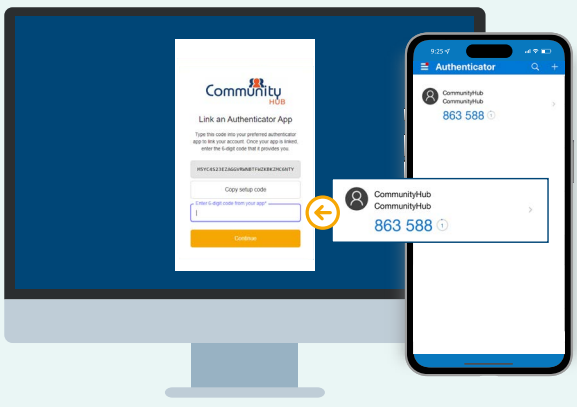
4 On the home screen of the Google Authenticator app, you should now have a six-digit code that you can type into the 'Enter six-digit code from your app' field in the CommunityHub set up page.



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



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

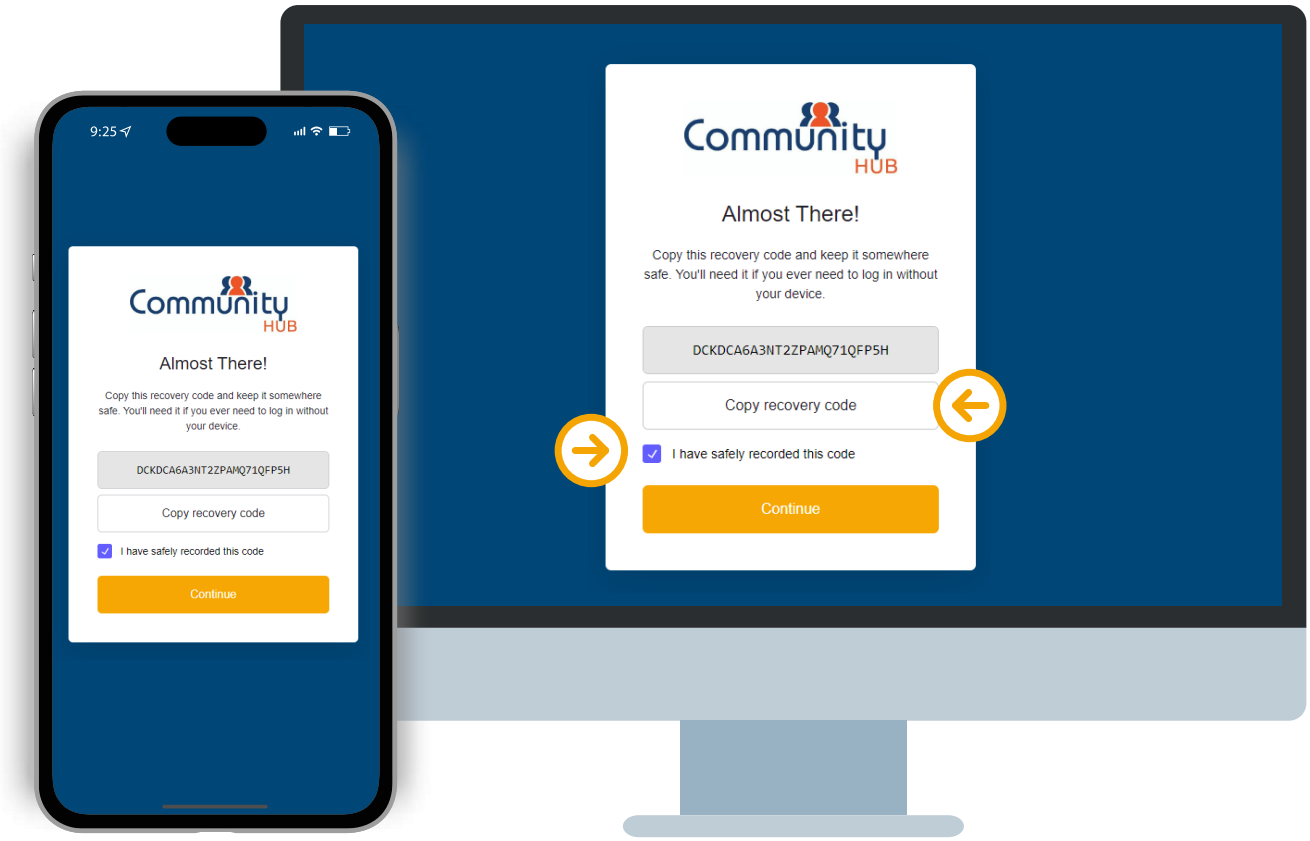


Step 6

Save your recovery code

Once you have completed the authentication process, you will land on the last page with your recovery code. Please save this code somewhere safe, as it code will help you gain access to your account if you ever lose your mobile or access to the authenticator app.

Once you've saved the recovery code in a secure location, check the 'I have safely recorded the code' box to confirm and select the 'Continue' button to finish setting up your account.



Step 7 (optional)

Adding CommunityHub as a mobile shortcut

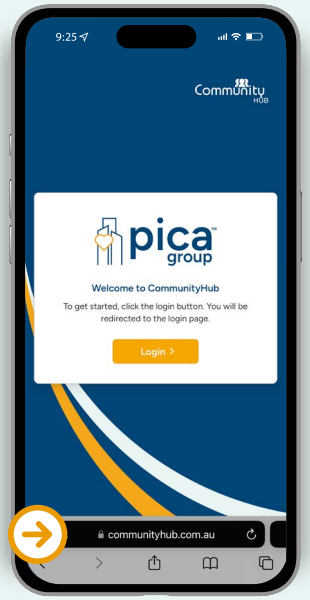
To swiftly and easily access your account next time, you can add the CommunityHub login page as a shortcut on the home screen of your mobile device. For more help completing this step on your mobile device, please view the following Apple or Android sections below to learn more.

Apple mobile device

1. You will need to use the Safari app for this guide.

   To start, please open the CommunityHub login portal page for your branch in the Safari App. You can also find this link by clicking here or in the set-up email that was previously sent to you.

2. If the Safari app is the default browser on your Apple device. Clicking on the link should open CommunityHub login page on the Safari App. If you use a different browser, please copy the link and paste it into the Safari app search bar pictured below.

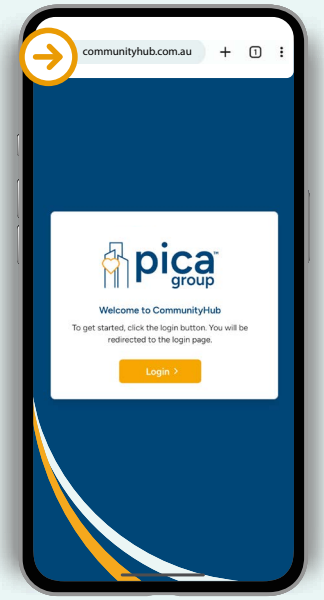


Android mobile device

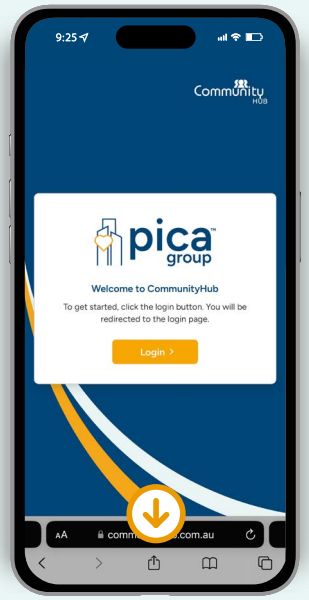
1. You will need to use the Google Chrome app for this guide.

   To start, please open the CommunityHub login portal page for your branch in the Google Chrome app. You can also find this link by clicking here or in the set-up email that was previously sent to you.

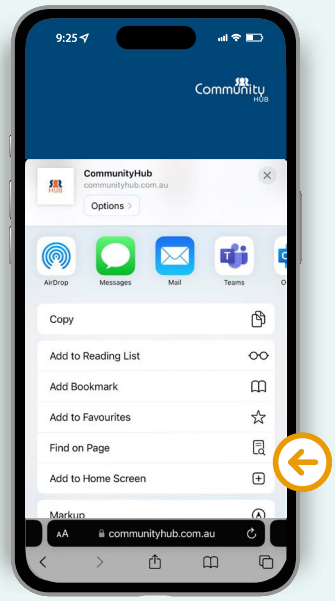
2. If the Google Chrome app is the default browser on your Android device. Clicking on the link should open CommunityHub login page on the Google Chrome App. If you use a different browser, please copy the link and paste it into the Goolge Chrome app search bar pictured below.



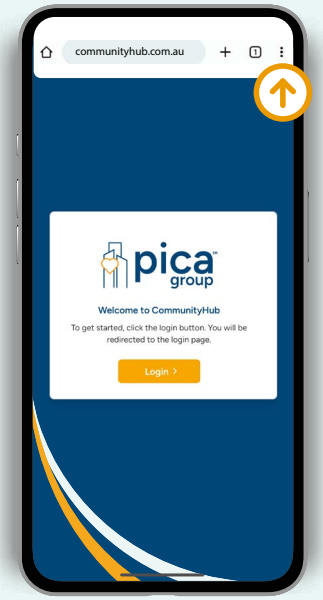
3 Click the share button in the middle of the navigation bar at the bottom of the screen. Please note: The navigation bar may be hidden depending on your settings. The tab bar should reappear when you scroll upwards on the screen.



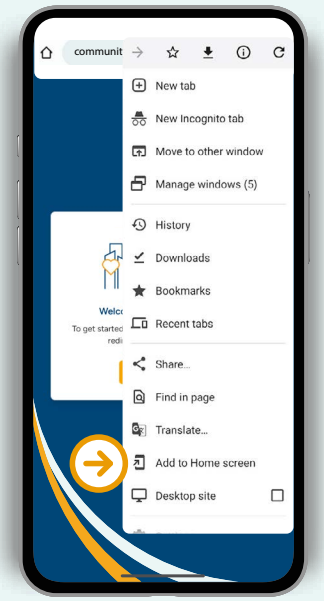
4 Scroll down the list of options and select the 'Add to Home Screen'.



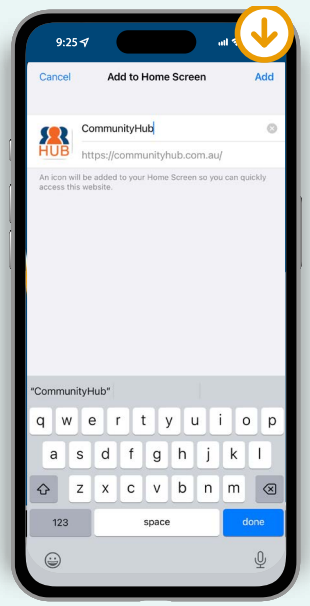
3 Click the three dots on the top right corner of the navigation bar. Please note: The navigation bar may be automatically hidden depending on your settings. The tab bar should reappear when you scroll downwards on the screen.



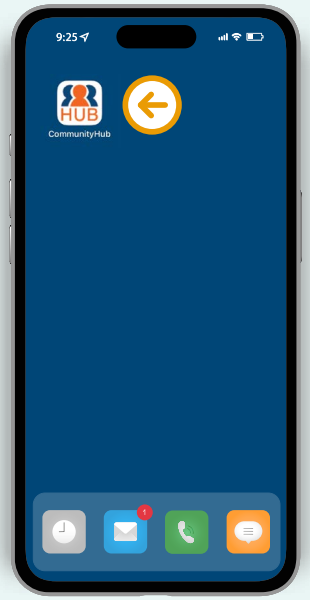
4 Select 'Add to Home screen' from the menu options.



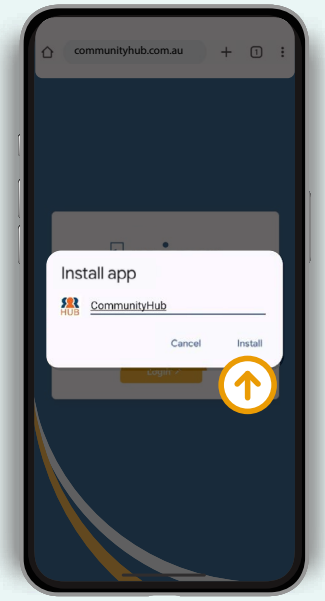
5 Click the ‘Add’ button to create the shortcut.



6 The shortcut is now successfully added to your home screen as an app where you can easily access your CommunityHub login page.



5 Click the ‘Add’ button to create the shortcut.



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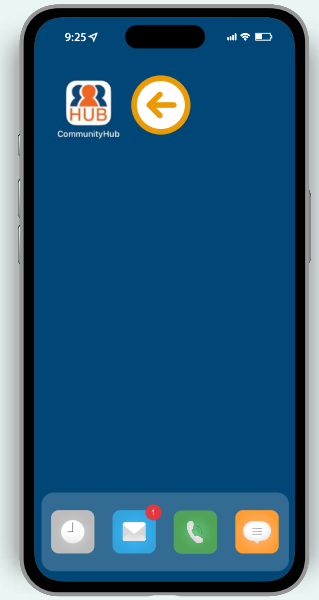


Step 8

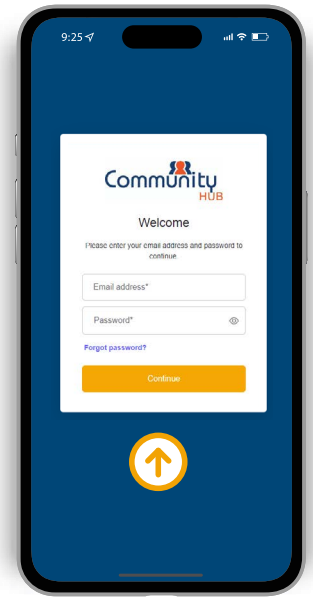
How to log in next time

You can find a button to log into your CommunityHub account for next time at the top of your associated branch page next to the contact information.

1. You will now be prompted to sign into your new CommunityHub account by clicking the 'login' button.



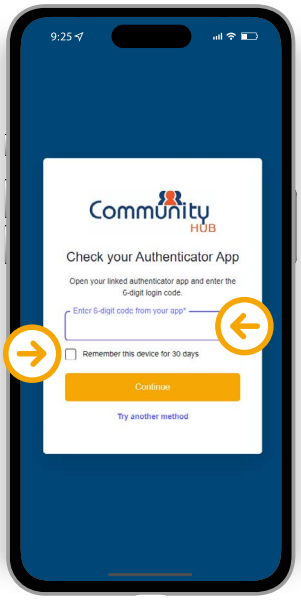
2. Sign into your new account using your associated email and type in the new password (created in step 3).



3. Go to your chosen authenticator app and enter the six-digit code into the 'Enter your one-time code' field on the CommunityHub login page.

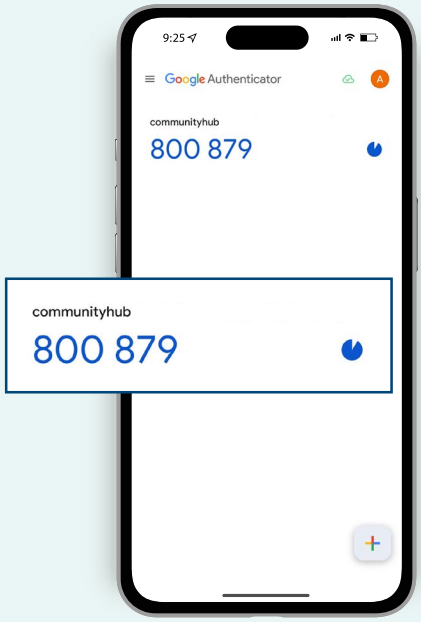
   For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

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

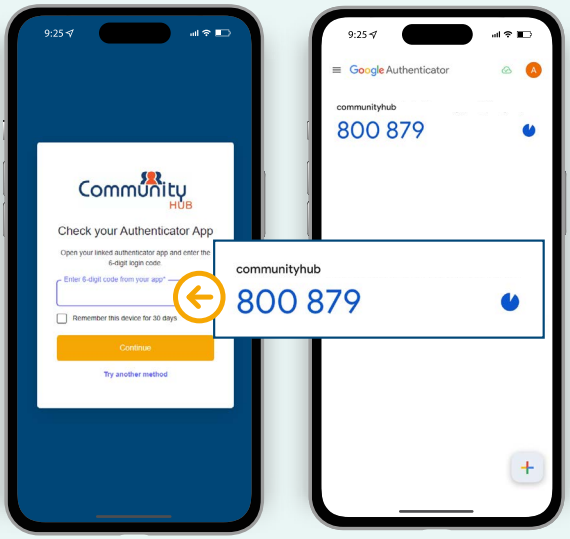


How to enter a one-time code from Google Authenticator

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

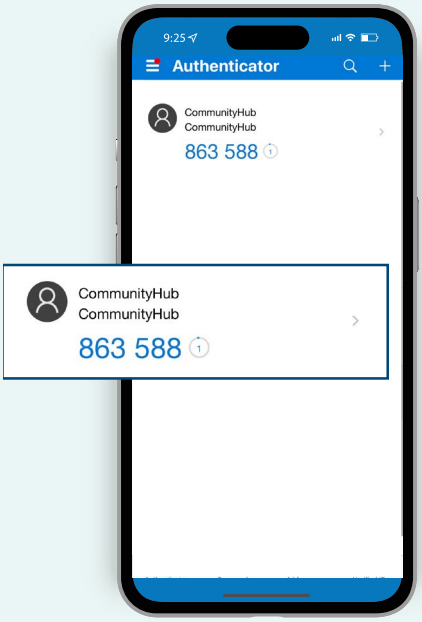


2. Type the six-digit CommunityHub code from the Google Authenticator app into the 'Enter your one-time code' field on the CommunityHub set-up page.

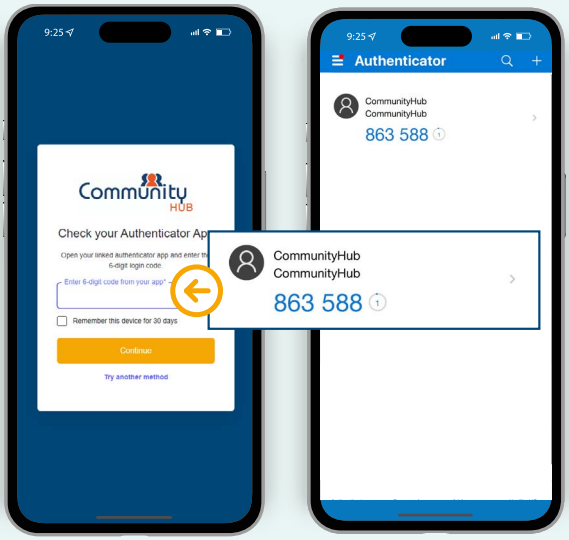


How to enter a one-time code from Microsoft Authenticator

1. On the home screen of the Microsoft Authenticator app, you should now have a six-digit code for CommunityHub after completing step 4.



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



You are ready to go!

You're all set and ready to safely and securely log into CommunityHub and access your plan's information.

Your security is our top priority. We understand that the MFA process might seem cumbersome and lengthy. However, we've implemented this crucial step to strengthen your account against potential threats.

In the vast digital world, this additional layer of security acts as a robust shield, keeping your sensitive information and personal data safe and secure. Our objective is to provide you with not just great services but also peace of mind when it comes to the security of your account.

Thank you for your cooperation and patience with our MFA process, as it exists for your utmost protection.

Liability limited by a scheme approved under Professional Standards Legislation. You are receiving this information sheet because we are your strata manager. This information sheet was created by PICA Services Pty Ltd ABN 70 651 941 114 (PICA Group). Links to third-party websites are provided for convenience only. PICA Group does not endorse or accept any responsibility for these websites' content, use, or availability. PICA Group accepts no liability for any loss or damage caused by the use of or reliance on the information contained in this email or any links or third-party websites. Any links or files transmitted with it are intended solely for the use of the recipient to whom they are addressed. While PICA Group has taken every reasonable care in compiling the information in this email, we do not guarantee the accuracy or completeness of the information provided. ©PICA Group 2024.

Owners Corporation for Plan No. 617320S

Camerons Lane Beveridge Victoria 3753
ABN/ACN 26830973051

DEBTOR STATEMENT - LOT: 4036

OWNER: Dudley Purvis Wells, Val Josephine Wells

For the period 1 Jul 2024 to 30 Jun 2025 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
17-10-24	17-10-24			Other Opening Credit		100.63		100.63
		14-11-24	TRANSFER	Payment 45.00		45.00		145.63
		21-11-24	TRANSFER	Payment 45.00		45.00		190.63
		28-11-24	TRANSFER	Payment 45.00		45.00		235.63
		05-12-24	TRANSFER	Payment 45.00		45.00		280.63
		12-12-24	TRANSFER	Payment 45.00		45.00		325.63
		19-12-24	TRANSFER	Payment 45.00		45.00		370.63
01-01-25	12-11-24			Levies - normal	01-01-25 to 31-03-25	-398.75		-28.12
		02-01-25	TRANSFER	Payment 50.00		50.00		21.88
		24-02-25	TRANSFER	Payment 65.00		65.00		86.88
		27-02-25	TRANSFER	Payment 65.00		65.00		151.88
		06-03-25	TRANSFER	Payment 65.00		65.00		216.88
01-04-25	04-03-25			Levies - normal	01-04-25 to 30-06-25	-398.75		-181.87
					Balance as at 12 Mar 2025	**-181.87**	**0.00**	**-181.87**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
$	**-181.87**	**0.00**	**-181.87**

club mandalay

Club Mandalay

By-Laws and Rules
Version 1.1

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WELCOME

Welcome to the picturesque Club Mandalay, the heart of the Club Mandalay Estate. The Golf Course and Clubhouse precinct has been designed to optimise the Club Mandalay experience at every turn and to make Club Mandalay a most desirable place to live.

The Clubhouse

The Clubhouse is open seven days per week. It is envisaged that initially the restaurant will be open for breakfast on the weekends. Lunch will be available daily and dinner Friday and Saturday night. Patronage of the bar and restaurant will be monitored closely and operating times will be adjusted to best satisfy demand.

The food and beverage facilities include a fully licenced bar, café, restaurant and function facilities.

Our team of qualified chefs are already delivering a fresh, innovative and well priced range of menus that will include special events such birthdays and celebrations.

The café offers freshly made coffee daily as well as a selection of cakes, pastries and pre-made sandwiches, wraps and salads.

Golf

The Championship Golf Course has been designed to offer an appropriate challenge for every level of golfer. The Par 72 course comprises 4 par 3's, 4 par 5's and 10 par 4's in two loops of nine holes starting and finishing at the clubhouse in the traditional manner, with a variety of hole lengths making for an interesting journey. Bunkers, although not vast in area or in number, provide a sufficient challenge to the golfer without being heartbreakingly difficult. The greens are generous in size and subtle in nature giving rise to a variety of pin positions. The fairways are gently undulating providing drainage runoff to landscape areas, while numerous landscaped wetlands scattered around the course will clean the run off and provide a welcome refuge for a variety of aquatic species and bird life.

Please be advised that the By-Laws and Rules may change from time to time without prior notification, or distribution. Please refer to www.clubmandalay.com.au for the most up to date version.

We look forward to seeing you out and about the Mandalay Community.

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CONTACT DIRECTORY

Address	430 – 450 Mandalay Circuit, Beveridge Vic 3753
Telephone:	03 9037 3700
E-mail:	info@clubmandalay.com.au
Website:	www.clubmandalay.com.au
General Manager	Wayne Sutherland
Golf Club Professional	James Pratt
Course Superintendent	Brenten Coulthard
Resident Liaison	Mary Anastasiou
Operator:	Avid Sports Mandalay info@avidsports.com.au

CALENDAR OF EVENTS

A calendar of social, sporting and golf events and offers will be placed periodically on the Club Mandalay website www.clubmandalay.com.au

BY-LAWS AND RULES

1. PURPOSE

The By-Laws and Rules (the 'Rules') of Club Mandalay have been designed to protect the rights and privileges of Mandalay Residents, Members, visitors and employees as well as protecting Club Mandalay Limited property. The Rules have been formulated to acquaint the Residents of Mandalay with the services available to them and to assist with the proper utilisation of the facilities of the Club.

2. MANAGER AUTHORITY

The Manager shall have full and complete charge of the Club and facilities at all times.

3. MEMBER RULES

The Rules are subject to, and should be read in conjunction with, the Membership Terms and Conditions.

GENERAL RULES

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1. MEMBERSHIP CARDS

Each Member shall be issued with a membership card. Members are requested to carry this card with them when using the Club facilities. This is important for identification as well as access to the Member only facilities. Members shall not lend or give their cards to any other person for any reason. Violation of this rule may result in expulsion from the Club. Loss of the card should be reported immediately to the Club.

There will be a nominal fee of $50.00 to replace any lost cards or the issuing of additional Resident Member Cards.

2. SMOKING

Smoking is not permitted anywhere inside the Clubhouse, leisure facilities or car park area. Smoking is only permitted in the designated smoking area, which is located outside the pro shop.

3. GUESTS

Members may invite Guests to the Club during scheduled opening hours. Members are responsible for the conduct and dress of their Guests.

Golf

A Member shall not introduce more than three Guests at any one time, to use the Golf Course, unless permission has been obtained beforehand from Club or its authorised designee.

Swimming Pool

A Resident Member may invite up to 2 guests to use the swimming pool at any one time, and any guest will be required to sign in at reception before proceeding to the swimming pool area. Any guest is allowed to use the swimming pool in total a maximum of 6 times per annum, regardless of the member that has invited them.

Gymnasium

There is no guest access to the gymnasium.

Tennis

Members may invite up to 3 guests to use a tennis court at any one time, with each guest able to use the privilege a maximum of 6 times in any one year.

1. MOBILE PHONES

When using mobile phones in the Clubhouse and seating area please consider others around you. The use of mobile phones on the Golf Course is strongly discouraged and is intended for use in medical emergencies only. The use of mobile phones for taking photographs in the gym and locker rooms is strictly prohibited and may lead to prosecution under Victorian law.

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4. FOOD AND BEVERAGE ON PREMISES

No food or beverage may be consumed on Club premises other than that purchased from the Clubhouse or the on course Beverage Cart service. Alcohol must not be taken on the Golf Course and is only to be consumed in accordance with the terms of the Liquor Licence, as delivered through the Club Staff.

5. PROPERTY DAMAGE OR REMOVAL

Residents shall be liable to the Club for the value of all Club property, and any costs incurred by the Club in replacing or repairing the relevant property, which shall be damaged or removed by the Resident or his/her Guests.

6. LOST PROPERTY

All lost property is to be handed in or collected from the Golf Pro-Shop. Lost property will be retained for a period of 4 months, after this time the property will be returned to the person that handed it in or it will be donated to charity.

7. COMPLAINTS

Slow, unsatisfactory or improper service should be reported immediately to the Club or its authorised designee so that it may assess responsibility and correct the problem. Other serious complaints should be made in writing. Members should not directly reprimand any Club employee. Complaints of all deficiencies in service or demeanour of any employee will receive the immediate attention of the Club. Please direct all complaints to info@clubmandalay.com.au

8. PARKING

Members must park their vehicles in accordance with indicated parking regulations. Cars are parked at the owner's own risk and must not be parked on the Golf Course or Golf Course grounds except for designated parking areas.

Members who bring trailers are requested to park at northwestern corner of the car park, or in the overflow carpark located on the corner of Lithgow Street and Mandalay Circuit.

9. ANIMALS

Members are reminded that no animals are permitted in the Clubhouse, golf course or leisure facilities,, at all times. The walking of animals is restricted to the Residents pathways only.

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10. VIOLATIONS

Officers, Members and employees of the Club are requested to report any violations of the Rules.

All complaints in relation to the conduct and behaviour of individuals using the Club should be brought to the attention of the General Manager, including the following:

a) display of temper or other discourteous conduct resulting in damage to the Golf Course or Club facilities;

b) Using the any part of the Club whilst under the influence of an excessive amount of alcohol or any other illicit substances;

c) parking in a prohibited area or taking more than one parking space;

d) deliberate abuse of any item of Club property; or

e) acting in any way that is detrimental to the use and enjoyment of the Club or the Golf Course by any other person.

11. DISCIPLINARY ACTION

If in the Club's opinion (at its absolute discretion) a Member has either:

a) refused or failed to comply with any part of these terms and conditions or the rules, policies and regulations made in relation to these terms and conditions;

b) engaged in conduct unbecoming of a Member;

c) engaged in conduct deemed to be prejudicial to the interest of the Club or to the interests of other Member of the Club;

d) engaged in conduct which has or could bring the Club into disrepute; or

e) engaged in sexual harassment of another person working or participating in any Club related activity,

then, subject to these terms and conditions, the Club may, at its sole discretion, take any or all of the following disciplinary action:

a) expel the Member from the Club; or

b) suspend the Member from access of the Club for a specified period.

Prior to taking disciplinary action the Club must:

a) Give notice to the Member against whom disciplinary action is being considered:

   i. stating that the Club proposes to hold a disciplinary meeting with the Resident on a specified date and at a specified place and time (being not earlier than 14 days after the date of the notice);

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ii. outlining the allegations or complaint made against the Member in sufficient detail for the Member to be able to respond to the allegations or complaint;

iii. stating the possible disciplinary action which may be taken against the Member as a result of the complaint; and

iv. informing the Member that he or she may attend the meeting or choose not to attend the meeting, however, if the Member chooses not to attend the meeting, the Club may decide to take disciplinary action against the Member in the Members absence.

b) Hold a disciplinary meeting at which, if the Member attends, the Club:

i. must give the Member an opportunity to be heard;

ii. must give due consideration to any prior written statement submitted by the Resident;

iii. may allow witnesses to attend the meeting and be heard in relation to the allegations or complaint; and

iv. may hear the matter in full, adjourn the meeting to another date or part hear the matter and adjourn the meeting to another date as it sees fit.

v. The Club must make a decision on what disciplinary action is to be taken against the Resident (if any) within 14 days after the conclusion of the disciplinary meeting and shall notify the Member involved in writing within 14 days of reaching such decision.

vi. The decision of the Club is final and binding and is not subject to any appeal.

vii. An expelled Member is only entitled to re-apply for membership with the prior written consent of the Club.

viii. Where a Member is expelled, suspended, fined or otherwise disciplined by the Club, the Member is not entitled to any compensation or damages or property of the Club and is not entitled to a refund of the whole or any part of any Application Fees, fees or other money.

MEMBER ACCESS TERMS AND CONDITIONS

1. CONDITIONS OF OWNER RESIDENT AND RESIDENT ACCESS

The Company as the proprietor of the Club has all discretion, power and authority to manage the Club and administer and enforce these terms and conditions and the aims and objectives of the Club including, but not limited to, the following:

a) to determine Application Fees, Annual Fees, Green Fees and any other charges;

b) to determine if capital improvements are necessary, and if so, undertake them;

c) to determine variable charges and expenses;

d) to determine acceptable conduct of Residents and to create and implement terms and conditions in that respect;

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e) to determine implications of non-payment of fees, charges and expenses by Residents and their Guests;

f) to decide upon the disciplining and expulsion of Residents having regard to these terms and conditions;

g) to appoint a Manager or consultants to assist the Company to manage and/or operate the Club; and

h) to amend, vary, revoke or add to any provision of these terms and conditions (including but not limited to Resident access Benefits and fees and charges) from time to time as it sees fit at its sole discretion.

Owner and Resident Membership can only be transferred as outlined in the Club Mandalay Constitution.

Each Member agrees to be bound by these terms and conditions and any such rules, policies and regulations as may be added or amended from time to time.

2. MEMBER WEBSITE

The Club has a website with the domain of www.clubmandalay.com.au. There is a Members only area and a public access area. Access to the Members only area is restricted those who have activated their username and password. Please contact the Club if you don't have a member Username or Password

If you are having any difficulty is accessing the Members only access section of the website please contact the Club.

3. LIABILITY

a) All Residents and their Guests use the Club, entirely at their own risk.

b) Neither the Company nor the Club accept any responsibility for damage or injury arising or resulting from any activity undertaken by the Residents and/or their Guests on the Club premises and/or from any use of the facilities by the Residents and/or their Guests how so ever caused.

c) The Guest waives all rights it may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operator (or any combination) for any damage or injury arising or resulting from any activity undertaken by the Residents and/or their Guests on the Club premises and/or from any use of the Facilities by the Residents and/or their Guests howsoever caused.

d) The Club shall not be liable nor responsible in any way for any lost or stolen items or damage to property or vehicles of Residents or their Guests. All Residents shall ensure that their Guests are aware of and agree to waive all rights he or she may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operational Manager (or any combination) for any damage or injury

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arising or resulting from any lost or stolen items or damage to property or vehicles of Residents or their Guest(s).

e) Any damage caused willfully or negligently by any Resident and/or his/her Nominees and/or Guests will be paid for in full (including all costs and expenses arising or incurred by the Club in relation to that damage) by that Resident.

f) Residents shall be fully responsible and liable for all acts and omissions of their Guests and hereby indemnify the Club for all cost, expenses and/or liability suffered or incurred as a result of any action or omission of their Guests.

g) The Resident agrees that all exclusions of liability set out in this clause shall extend to the Company, the Club or its chosen Operational Manager, their directors, Manager, servants, agents and consultants engaged by the Company and the Resident hereby waives all rights he/she has or may have, and agrees not to bring any claim, suit, action or otherwise, against any of the parties herein named.

4. INSURANCE

The Club does NOT provide insurance cover in respect to Members' property for fire, damage or theft in any instance. Residents are strongly advised to cover those contingencies through their own insurance policies.

GOLF COURSE

1. GOLF COURSE ACCESS

The Club Mandalay Golf Course is open to play for Owner and Resident Members, Owner and Resident Golf Members, External Golf Members and the general public.

2. PLAYING RIGHTS

Members are able to access to the Golf Course facilities under one of the two following options:

a) Casual Access – Members paying the Member Casual green fee rate will enjoy access to the golf course.

b) Golf Member – The payment of the annual golf membership fee will provide Golf Members with access to the golf course without the payment of additional green fees.

Golf Members have priority access to the golf course unless determined by Management for suitable commercial benefit, such as a corporate or social club booking. Golf members who have booked a time on the Club tee sheet are given priority access to Golf Course at that time over members who have not made a booking. As a result it is strongly recommended by Club management that all Members book starting times to avoid disappointment, and are encourage to book directly via the online booking system.

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3. GREENFEES – VALID AS AT JULY 2015 AND SUBJECT TO CHANGE

Category	9 holes		18 holes	
	Midweek	Weekend	Midweek	Weekend
Resident	$12	$15	$20	$25
Resident Junior	$7.50		$10	
Resident Guest	$18	$21	$30	$35
Resident Junior Guest	$10		$15	
Club Hire	$15		$25	
Junior Club Hire	$10		$15	

4. HOURS

The hours of operation of the Golf Course and the Pro Shop shall be determined by the Club and may be adjusted at the Club's sole discretion based on usage and the time of year. The Club Mandalay website and Mandalay App contains full details of all opening times.

5. DRESS STANDARDS

The attire required on the Golf Course is smart sportswear and specific golfing attire. The dress regulations are as follows:

Male: collared shirt with sleeves, tailored shorts or pants, sports socks and closed in footwear. For the avoidance of doubt, t-shirts, singlets, football jerseys, footballs shorts and tracksuit style clothing are strictly prohibited.

Female: Sports shirt, tailored shorts, skorts or pants, sports socks and closed in footwear. For the avoidance of doubt, t-shirts, singlet tops, gym clothes and tracksuit style clothing are strictly prohibited

Clothing with offensive messages and images are also strictly prohibited.

As a matter of custom and good taste, players do not remove shirts on the Golf Course. Failure to comply with this rule will Footwear is to be worn at all times on the course and in the Pro Shop.

6. GENERAL RULES OF PLAY

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a) Tee Times - Starting times will be assigned at the Pro Shop by telephone or via the Member login on the Mandalay website. Starting times will be opened for Members 14 days prior to the day of competition play and 30 days for social play.

b) Starting - Members are required to follow the direction of the Pro-Shop in relation to starting times and holes to commence play from, but generally play will commence on the first tee, or tenth tee for two tee start events

c) Player Numbers – A maximum of 4 players per group are permitted unless authorised by the Club or its authorised designee.

d) Clubs – each player must carry their own set of golf clubs

e) Registration - All Members and their Guests must register in the Pro Shop prior to play. No golfer is permitted to simply access the course, or call to the golf shop indicating a desire to tee off, without checking in to the golf shop prior. There are no exceptions to this rule and the disciplinary guidelines will be strictly enforced regarding this.

f) Please use a sand bucket and observe directional signage

g) Each player must have a set of clubs

h) Maximum of four players per group

i) Please ensure players in front are clear prior to play

j) No alcohol permitted on course

k) Please observe recycled water signs and do not enter waterways

l) Children under the age of 14 must be accompanied by an adult

m) Entry and use of the golf course is at your own risk

n) To ensure the safety of the course staff and maintenance staff is maintained, please give them the right of way on the golf course.

7. GUESTS

Guests of Golfing Members may play the course when accompanied by the Member who shall register with the Pro Shop and pay the applicable Guest green fee. A Guest may use the Clubhouse facilities (but not gym and swimming pool) up to a maximum of 8 times per annum (in total, regardless of the member who invited them).

8. CANCELLATION POLICY

In the event that a Member or a Member's Guest is unable to play at the allocated starting time it is asked that you notify the Pro Shop as soon as possible so that other interested players may be contacted. If a Member fails to notify the Pro Shop within an appropriate level of time on two or more occasions the Club may revoke a Members playing access for up to 1 month, taking into account all relevant factors.

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9. JUNIOR PLAYERS

Members who are 14 years and older may complete an application for Golf Membership. The application must be signed on behalf of the Junior Member by their parent or guardian. Once the completed application has been returned to the Club a Junior Member has the same rights as any other Members.

10. COMPETITIONS

Weekly Club competitions will be played as per the calendar of events. Members and guests are able to play in all competitions excluding Closed, Member only events. A competition fee will be payable prior to each round

11. MOTORISED CART USE

a) Rental carts – Members are able to rent a motorized golf cart through the Pro Shop. Members are bound by the Terms and Conditions of renting the motorised cart. The Cart Rental Terms and Conditions are available for review from the Pro Shop.

b) Member Owned Carts – Members are permitted to use their personally owned carts subject to the following terms and conditions:

i. Registration - Each cart must be register with the Club as an approved cart, this registration will be renewed annually. The successful registration of the cart is subject to passing the annual Cart Condition Report. The Cart Condition Report will assess the following:

- Cart condition and presentation
- Safety including tyre condition
- Pollution levels in both noise and exhaust

The results of the Cart Condition Report are at the complete discretion of the cart inspector and no further correspondence will be entered into.

ii. Third party rental – Member Owned Carts are not to be made available to other members, rented or otherwise without being accompanied by the owner of the cart. Breach of this rule will result in the cancellation of the cart registration and therefore denying any future access of the Member Owned Cart onto the golf course. In such instance the Member would not be granted any refund on the Cart Registration fee.

12. NON PLAYING PARTNERS

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Non playing partners may walk around the Golf Course with a Member. A non playing partner assumes their own risk upon entering the Golf Course and acknowledges that, to the extent allowable by law, the Club maintains its right to deny liability for any incident or occurrence. No playing partners are obliged to also follow the dress regulations and to check in to the pro shop prior to play.

13. WEATHER

The Club Professional or other Club Staff will determine whether the Golf Course is in an acceptable condition for play. The decision of the Club Staff is final. Members on the Golf Course will be notified by Club Staff if the course is due to be closed for any reason including an impending electrical storm.

14. TUITION

Club Mandalay has employed a PGA Professional to conduct the golf operations at Mandalay. All golfers and Residents may arrange for the Professional to provide private tuition, subject to availability. The Professional will also attempt to conduct group clinics depending upon Member interaction.

15. HANDICAPS

Mandalay is in the process of gaining formal golf handicap accreditation. Once that process is complete Club Mandalay will offer formal Golf Australia handicaps to Members. Prior to that time Mandalay will provide Club Handicaps to Members who do not already have an official golf handicap.

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16. SLOW PLAY

If a group falls one clear hole behind the match in front, the slow group must invite the group behind to play through. Whenever play is delayed because of a lost ball, the group playing behind shall be invited to play through. Should the above conditions prevail and the following group is not invited through, it shall be the right and privilege of the group following to ask permission to play through.

Whenever, under the rules, the group ahead is required to invite the following group to play through, the slow group, after issuing the invitation to play, shall remain stationary until the invited group has played through.

Prior to putting out all players should endeavour to leave their clubs and/or their golf cart on the side of the green that is nearest the next tee.

After finishing the hole, place the flag in the hole and leave the green area immediately. Proceed to the next tee and mark your scores while your playing partners hit off.

17. COURSE MARSHAL

The Course Marshal has the authority to request a group to speed up or let the following groups through. The Course Marshal may also reasonably ask any group to respond to his or her request to ensure safety, speed of play or for some other relevant purpose. Members are required to follow the direction of the Course Marshal at all times.

18. COURSE CARE

a) Greens - Pitch Repairs
Repair ball marks with ball mark repair tool and insert the prongs into the turf at the edge of the depression.

b) Tees/Fairways – Filling Divots
Take the container of sand and simply pour the sand, or sand/seed mix, into the divot. Pour enough to fill the divot. One you've filled the divot, use your foot to smooth over and tap down the sand.

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c) Bunkers – Raking Bunkers
Always enter and exit a bunker from the lowest point.

Having hit your ball out of the bunker you must rake the bunker to ensure it is fair for the next person. Begin by raking over the signs of play from the sand, the area where your club made contact with the sand, and your footprints. Pull the tines of the rake toward you as you begin moving back to the rim of the bunker. Ensure that you don't pull too much sand toward you. The idea is to restore an even surface to the sand without displacing too much sand. If you are pulling too much sand toward you, try pushing the tines outward a few times, too. All the while, you should be progressing back to the edge of the bunker.

When you are finished, the sand's surface should be evened out, with no signs of divots or footprints, and no excess sand having been pulled toward the bunker's edge. There will be little furrows left from the tines of the rake. To complete the raking, step out of the bunker and make your final few passes over the sand with the rake. Gently throw the rake into the middle of the bunker with the rake pointing its head in the direction of play.

19. PERSONAL PROPERTY

Golfers and Residents are reminded not to leave golf bags or personal belongings unattended on Club property. The Club is not responsible for lost or stolen property. Any lost property handed in to the Club shall be kept at the pro shop.

GYMNASIUM & SWIMMING POOL

1. RIGHT OF ACCESS

Access to the Gymnasium and swimming pool is restricted to Club Mandalay Resident Members Only. At the club's sole discretion the club reserves the right to cancel or suspend the membership of any member whose behavior, actions or otherwise are deemed to have an adverse or possible adverse effect on the operation or reputation of the Club or the enjoyment of the Club by other members and staff.

2. GYM USAGE

Conditions of entry

a) Persons using the equipment in the Gymnasium are responsible for their own safety. They are advised to seek advice from staff in the Gymnasium if necessary.
b) A sweat towel must be used during all workouts.
c) Appropriate clothing and footwear is to be worn at all times within the Gymnasium. Jeans, work boots, thongs, sandals, slippers and open toed shoes are strictly prohibited.

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d) Persons found using the Gymnasium under the influence of alcohol or any other function impairing drugs will be required to leave immediately.

e) For the safety of all users, please refrain from preventing or interfering with others' use of the equipment in the Gymnasium.

f) Bags are to be stored in the lockers provided and must not be left in the Gymnasium.

g) Smoking, food, hot drinks or drinks in glass containers / bottles are prohibited within the Gymnasium.

h) No guests or visitors are allowed into the Gymnasium at any time.

i) Children under 16 years of age are not permitted in the Gymnasium at any time.

j) Out of courtesy to other patrons, please remember to return weights and equipment to the correct position when you have finished each exercise.

k) Misconduct with equipment, using obscene or profane language or exhibiting behaviour that may cause injury is strictly prohibited.

l) Photography or videoing is not permitted in Gymnasium or locker rooms.

3. SWIMMING POOL USAGE

Conditions of entry

a) All children under 16 years of age must be accompanied by an adult or attending a supervised activity.

b) Children 5 years and under and non-swimmers must be within arm's reach of the supervising adult at all times.

c) The swimming facility is not patrolled by any lifesavers.

d) Ensure that suitable swimwear is worn at all times

e) Toys or inflatables devices (excluding swimming aids) are strictly prohibited.

f) No animals, drugs, alcohol, glass or porcelain is allowed on the premises.

g) Smoking is not permitted in the pool area. Allocated smoking areas have been provided outside of the pool deck area.

h) Foul, abusive or inappropriate language or behaviour is not permitted.

i) Running, pushing, back flips, diving and bombing is not permitted.

j) Persons who ignore the Conditions of Entry will be asked to leave the premises.

k) There is no eating or drinking in and around the pool or water play areas.

l) All babies and toddlers who are not toilet trained must wear approved nappies for the pool.

m) Person/s suffering from any gastrointestinal disease, skin infection or other disease that is communicable in an aquatic environment are not prohibited unless written statement by a medical

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practitioner to the effect that the person will not be a health hazard to other users of the water body.

Please be aware that when you are on the premises, both your property and person shall be at your own risk and you shall not hold the centre or its employees liable for any personal injury or loss of property, which may arise from any cause. Please behave respectfully and take responsibility for your actions

4. DRESS STANDARDS

a) Members are required to wear recognized sports clothing and footwear in the gym and group fitness studio. Jeans including cut-off jeans, street wear, and beachwear are forbidden. Footwear such as work boots, thongs or sandals are forbidden.

b) Members are required to wear footwear at all times whist on club premises.

c) Appropriate swimwear is to be worn at all times - only recognised swimwear may be worn

d) Adequate and hygienic recognised swimwear must be worn at all times in the water.

e) Infants are required to wear recognised waterproof Aqua nappies.

f) Rash shirts are recognised as swimwear.

g) Unacceptable Swimwear

If you do not wear the appropriate swimwear you will be asked to leave the water. Inappropriate swimwear includes but is not limited to:

i. Denim
ii. Cotton (including tee shirts)
iii. Underwear, Street clothes
iv. Street footwear, Sport/gym clothes

Club Mandalay features a 25 metre swimming pool open through until 8.00pm daily. Members and their accompanied guests will be able to access the pool by using their valid swipe card. Club Mandalay Limited members Access to scheduled classes and coaching will be available at an additional charge.

The pool will be available to residents and their accompanied guests only and all children under the age of 16 must be accompanied by an adult.

Pool usage will be closely monitored to ensure the operating hours match the preferred usage times of members.

5. GYM & POOL OPERATING HOURS

The Club opening hours are posted within the Clubhouse and on the Club Mandalay website.

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The club reserves the right, without prior notice of reason, to change the opening and closing times.

6. CHILDREN

a) Children under the age of 16 years of age are not permitted in the gymnasium or swimming pool unless accompanied by an adult or attending a supervised activity.

b) Parents/guardians are responsible for the behaviour of their children whilst on Club premises.

c) Unless agreed by management in writing, children under the age of 16 are not permitted to use the gym or attend group fitness classes without the supervision of a parent or guardian.

d) Only recognised swimming attire can be worn in the pool.

e) Infants who wear nappies are required to wear swim nappies when using the swimming pool.

7. CLASSES

a) Members must carry and use a towel at all times when using gym facilities to place on the equipment and to wipe down the equipment after use. A towel must also be carried and used for all group fitness classes.

b) The Club has the right to refuse admission to Group Fitness Classes after the warm up period and we request that participants complete the entire class, including the warm-down.

c) Members must return their weights to the racks provided and strip weight plates off machines when finished, where applicable.

d) The dropping of weights in any area of the gym will not be tolerated.

e) The club reserves the right to change the group fitness timetable, classes and instructors as required.

RESIDENT CONDUCT

1. HARASSMENT POLICY

The Club is committed to providing a harassment free environment for its Members, their Guests and staff. The Club will not tolerate any form of harassment, sexual or otherwise, and will take all reasonable steps to prevent it.

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The Club will not ignore any complaint. In any proven instance of harassment or victimisation, disciplinary action will be taken. This may include warnings, other actions, suspension or expulsion of Member access.

LEGAL IMPLICATIONS

It is the responsibility of all Members to comply with, and ensure, that their Guests comply with, all laws and regulations relating to harassment and victimisation.

2. WALKING TRAILS

Walking Trails have been designed to flow around the Golf Course to ensure safety for those who wish to walk around the Golf Course. Every effort has been made to ensure that the position of the Walking Trails do not impede the enjoyment of the golf. However, common sense must be adopted by both players and walkers.

Golfers must not play a shot if there is any possibility that a walker may be struck by a golf ball. Golfers must wait for the area to be clear. In the event that a golf ball is struck towards a person who is on the walking track the golfer must yell “FORE” in accordance with normal custom to alert the walker.

EMERGENCY PROCEDURES

1. MEDICAL EMERGENCY

If a medical emergency occurs on the golf course, the first person on the scene should:

Use their mobile phone to call 000 or find another person to locate a mobile phone to call 000 and notify the operator of the circumstances of the emergency. Those at the scene should do all that they can to respond to the instructions that are made by the 000 operator. At the relevant time you should advise the 000 operator that a member of staff will meet the ambulance at the front gate of the Club house car park. You should then contact a staff member on 03 9037 3700 and provide them with the following information:

- Location (Golf hole being played, or specific location in the facility)
- Details of the Emergency
- Confirm that an ambulance has been called and that it will be met at the front gate

The staff member will then arrange for the Emergency Medical Kit including defibrillator to be taken to the scene of the incident as quickly as possible and arrange for another staff member to meet the ambulance and direct them to the scene. The staff member will try to locate any medical practitioner on the golf course and transport them to the incident. The staff member will monitor the incident and commence an incident log in accordance with Club procedures.

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2. EMERGENCY FIRST AID KIT

The Club maintains an Emergency first Kit, which is securely stored in locations marked throughout the clubhouse.

3. WEATHER PROCEDURES

The Club has policy guidelines for the suspension/cancellation of golf play on the Golf Course due to dangerous weather conditions. These guidelines can be viewed on the Club Mandalay website.

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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;

(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**

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**

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;

(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.

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;

(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.

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.

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.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.