

# Contract of Sale of Land

**Property: 17 Alcove Way, Beveridge VIC 3753**



Endorsed by the  
Australian Institute  
of Conveyancers  
(Victorian Division)



## Contract of Sale of Land

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

### NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

# Contract of sale of land

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

The terms of this contract are contained in the: particulars of sale, 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 agreement. 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:

NAME: \_\_\_\_\_

DATE:

NAME: \_\_\_\_\_

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:

NAME: JEMMA LEIGH COX \_\_\_\_\_

DATE:

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

\*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*.

# Particulars of Sale

## Vendor's Estate Agent

Name: **Stone Real Estate Whittlesea**  
Address: 1/75 Church Street, Whittlesea VIC 3757  
Email: jenniterhaar@stonerealestate.com.au  
Tel: 9716 2000  
Ref: Jenni Ter Haar

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## Vendor

Name: **Jemma Leigh Cox**  
Address: 17 Alcove Way, Beveridge, VIC 3753

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## Vendor's Legal Practitioner

Name: **Faram Ritchie Davies**  
Address: Suite 1, 2-4 Edward Street, Shepparton VIC 3630  
PO Box 600, Shepparton  
Email: nb@frdlaw.com.au  
Tel: (03) 5821 4566  
Ref: Nicole Batey (Ref:NB:39630)

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## Purchaser

Name:  
Address:

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## Purchaser's Legal Practitioner or Conveyancer

Name:  
Address:  
Email:  
Tel:

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## Land

(general conditions 3 and 9)

The land is described in Certificate of Title **Volume 11992 Folio 458** being **Lot 3620 on PS617320S**

The land includes all improvements and fixtures

**Property Address**

The address of the land is **17 Alcove Way, Beveridge VIC 3753**

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

All fixed floor coverings, window furnishings, light fittings and fixtures,

**Payment**

Price:	\$	
Deposit	\$	Due upon the signing hereof
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)

**No**, because:

- Vendor not registered or required to be registered as GST turnover < \$75,000
- Input tax sale of eligible residential premises
- Not in the course or furtherance of an enterprise
- Going Concern
- Farm Land used for farming business or sale of subdivided farm land to an associate

**Yes**

- Purchaser entitled to input tax credit
- Purchaser NOT entitled to input tax credit
- Margin Scheme applies
- Mixed supply
- Included in the purchase price

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:
  - a lease for a term ending on with options to renew, each of years; or
  - a residential tenancy for a fixed term ending on ;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:  
 Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## SPECIAL CONDITIONS

### 1. State Revenue Office ("SRO") Complex Assessment

If the matter is required to be submitted to the SRO for "complex assessment" then, notwithstanding General Condition 26 of the Contract and the settlement date referred to in the Particulars of Sale, the following provisions shall apply:

- a) The Vendor must, within 5 business days from this Contract becoming unconditional, attend to the following:
  - i. Initiate and complete the transferor statement within the State Revenue Office Duties Online system ("DOL Form") (or other similar instrument which may change from time to time as determined by the SRO); and
  - ii. invite the Purchaser to complete the Transferee Form within the same DOL Form;
- b) Within 2 business days of the Vendor having complied with subclause 1(a):
  - i. the Purchaser must complete the Transferee Form within the DOL Form; and
  - ii. both the Vendor and the Purchaser ("the parties") must sign their respective portion of the DOL Form without any undue delay.
- c) Should the DOL Form require any amendment of information pertaining to either the Vendor and/or the Purchaser which necessitates the 'unsigned' of the DOL Form, the parties agree to re-sign the DOL Form upon the request of the amending party without any undue delay.
- d) Within 2 business days after Clause 1(b) has been completed, the Purchaser agrees to 'claim' the DOL form as a complex assessment and provide to the State Revenue Office the required documentation to facilitate its assessment of duty ("assessment lodgment date").
- e) Within 2 business days from the receipt of notification of a stamp duty assessment from the State Revenue Office the Purchaser will certify the assessment in the State Revenue Office Duties Online network ("assessment verification date").
- f) Where the Purchaser complies with its obligations under Clauses 1(b), 1(c), 1(d) and 1(e) and the settlement date herein has elapsed, settlement shall be negotiated between the parties to occur as soon as practicable and with no undue delay.
- g) Where the Purchaser fails to comply with its obligations under this clause then settlement will be taken to be 30 days from what should have been the assessment lodgment date if the Purchaser had complied with its obligations under this clause. If the Purchaser is unable to have the Transfer complex assessment by the SRO prior to settlement the Purchaser will be taken to have defaulted under this Contract.

### 2. Default Legal Costs

General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

*"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*

- a) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$400 plus GST for each notice;*
- b) penalties and ancillary expenses payable by the vendor, as a result of a delay from the purchaser's default of this contract, in completion of the purchase of another property by the vendor".*

### 3. Time of the Essence

Time shall remain the essence of this Contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

### 4. No representations

The Purchaser acknowledges that:

- a) no information, representation or warranty provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied on by the Purchaser and that it has not relied on any information, representation or warranty; and
- b) in entering into this Contract, it:
  - i. has made its own enquiries in relation to the Property;
  - ii. does not rely on any letter, brochure, advertisement, documents or arrangement (whether oral or in

- writing) or other conduct as adding to or amending this Contract;
- iii. is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the Property;
- iv. is satisfied as to the need for the existence or validity of any development or other approval for the Property; and
- v. enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment and not that of any other party.

**5. Nomination**

The Purchaser may only exercise the Purchaser's rights under General Condition 18 if the Purchaser delivers to the Vendor not less than 14 days prior to settlement:

- a) a nomination form:
  - i. complying with all Laws and in a form reasonably required by the Vendor;
  - ii. pursuant to which the Purchaser agrees to indemnify and keep indemnified the Vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the Vendor has incurred any such cost, loss, liability or expense or has made a payment;
  - iii. properly completed with all of the relevant details;
  - iv. duly executed by the Purchaser and the nominated purchaser; and
- b) the guarantee and indemnity annexed to this contract.

**6. General Condition 35.4(a)**

General Condition 35.4(a) is amended to read as follows:

*"an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property".*

**7. Directors' Guarantee**

If the Purchaser is a company it will forthwith on the execution of this contract procure the execution by two of its Directors, or by the sole director should the company only have one appointed director, on the part of the Contract intended to be held by the Vendor of a Guarantee of due performance of the obligations, stipulations and conditions contained in this Contract.

**8. Land and Windfall Gains Tax**

- a) For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- b) General Condition 28 does not apply to amounts under section 10G or 10H of the *Sale of Land Act 1962* applies.

**9. Swimming Pool And/Or Spa**

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**10. Solar Panels**

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangement with any energy supplier shall cease on settlement.

**11. Goods & Condition**

- a) The Purchaser acknowledges that they have inspected the goods, fittings and appliances forming part of this Contract and that they are aware of their current condition and any deficiencies.
- b) The property is sold in its current condition as inspected and there will be no further works or reductions requested.

## GST Withholding Notice

Purchaser is required to make a GST withholding payment  YES  NO

### GST Withholding Payment Details

Frequently, the supplier will be the Vendor. However, sometimes further information will be required as to which entity is liable for GST, for example if the Vendor is part of a GST group or a participant in a joint GST venture.

**Supplier's Name** Jemma Leigh Cox

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**Supplier's ABN**

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**Supplier's Business Address** 17 Alcove Way, Beveridge, VIC 3753

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**Supplier's Email Address**

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**Supplier's Phone Number**

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**Supplier's Proportion of the GST Withholding Payment**

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**Amount purchaser must pay – price multiplied by the GST withholding rate**

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**Amount must be paid**

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**Is any of the consideration not expressed as an amount of money?**

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**If "yes", the GST inclusive market value of the non-monetary consideration**

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**Other details (including those required by regulation or the ATO forms):**

# 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 the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7 IDENTITY OF THE LAND

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

## 8 SERVICES

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

## 9 CONSENTS

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

## 10 TRANSFER & DUTY

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

## 11 RELEASE OF SECURITY INTEREST

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

- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.8 applies despite general condition 11.1.
- 11.9 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## 12 BUILDER WARRANTY INSURANCE

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

## 13 GENERAL LAW LAND

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

# Money

## 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or

- (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15 DEPOSIT BOND

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

## 16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17 SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18 ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator

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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.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23 ADJUSTMENTS

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

## 25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \* *supply* for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \* *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \* *new residential premises* or \* *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \* *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

- (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26 TIME & CO-OPERATION

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

### 27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on 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 expires 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 is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

## 28 NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29 INSPECTION

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

## 30 TERMS CONTRACT

30.1 as defined in the *Sale of Land Act 1962*:

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

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

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

## 31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 the nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32 BREACH

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

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

## Default

### 33 INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest 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 state 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 sure 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.



# 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.

<b>Land</b>	17 Alcove Way, Beveridge 3753
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<b>Vendor's name</b>	Jemma Leigh Cox	<b>Date</b> 17/02/2025
<b>Vendor's signature</b>	<i>Jemma Cox</i>	

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 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

NIL	To	THE VENDORS KNOWLEDGE, SAVE AS FOR RATES
Other particulars (including dates and times of payments): NOT APPLICABLE		

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

(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 easement, covenant 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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**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:

Not Applicable.

**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:

Not Applicable.

**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 the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable.

**8 SERVICES**

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

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

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 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 1000m<sup>2</sup>; (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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

--

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)



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

VOLUME 11992 FOLIO 458

Security no : 124121997174E  
Produced 13/02/2025 11:08 AM

**LAND DESCRIPTION**

Lot 3620 on Plan of Subdivision 617320S.  
PARENT TITLE Volume 11992 Folio 332  
Created by instrument PS617320S Stage 36 18/06/2018

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JEMMA LEIGH COX of 17 ALCOVE WAY BEVERIDGE VIC 3753  
AT751297V 05/11/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW616708G 08/03/2023  
ING BANK (AUSTRALIA) LTD

COVENANT PS617320S 18/06/2018

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

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

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

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390561Q 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: 17 ALCOVE WAY BEVERIDGE VIC 3753

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 19531K DENTONS AUSTRALIA

Title 11992/458



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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**

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Page 2 of 2

Effective from 08/03/2023

### **OWNERS CORPORATIONS**

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

DOCUMENT END



# Imaged Document Cover Sheet

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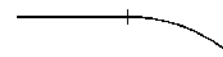
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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 65</h2>	<h2>PS 617320S</h2>
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<p><b>LOCATION OF LAND</b></p> <p>PARISH: MERRIANG  TOWNSHIP: BEVERIDGE -  SECTION: -  CROWN ALLOTMENT: 69 (PART), 70 (PART) &amp; 71 (PART) -  CROWN PORTION: - 13 (PART)  TITLE REFERENCE: VOL 12277 FOL 629</p> <p>LAST PLAN REFERENCE: PC370188A  POSTAL ADDRESS: CAMERONS LANE  (at time of subdivision) BEVERIDGE 3753</p> <p>MGA CO-ORDINATES: E: 318 550 ZONE:55  (of approx centre of land in plan) N: 5 850 600</p>	<p>Council Name: MITCHELL SHIRE COUNCIL</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY
<p>ROAD R1-R9, R12, R14-R21, R23, R27-R51, R53-R56, R60, R61, R63-R67, R81, R97</p> <p>RESERVE No.1-7, 11-16, 18-24, 28-29, 31-32, 34, 36-37, 40-41, 43, 47, 50-51, 53-56, 58-61, 66 - 71, 73, 75, 76, 81, 84 &amp; 85</p> <p>RESERVE No.8-10, 17, 25-27, 30, 35 &amp; 38-39</p> <p>RESERVE No.33</p> <p>RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 &amp; 83</p>	<p>MITCHELL SHIRE COUNCIL</p> <p>MITCHELL SHIRE COUNCIL</p> <p>SPI ELECTRICITY PTY LTD</p> <p>YARRA VALLEY WATER LIMITED</p> <p>AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)</p>	<p>SURVEY:  This plan is based on survey vide <b>BP2120T &amp; PS617320S/S37 &amp; PS617320/S46</b></p> <p>This survey has been connected to permanent marks no(s) <b>4, 10, 14 &amp; 45</b> In Proclaimed Survey Area No. <b>74</b></p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>LOTS 301 TO 901, 917, 929 TO 1200, 1237 TO 1400, 1445 TO 1500, 1545 TO 1600, 1635 TO 1700, 1747 TO 1800, 1818 TO 1900, 1911 TO 2000, 2041 TO 2100, 2151 TO 2300, 2373 TO 2700, 2739 TO 2800, 2834 TO 2900, 2929 TO 3000, 3034 TO 3100, 3144 TO 3200, 3237 TO 3300, 3332 TO 3400, 3435 TO 3500, 3532 TO 3600, 3632 TO 3700, 3745 TO 3800, 3857 TO 3900, 3939 TO 4000, 4037 TO 4100, 4139 TO 4200, 4238 TO 4300, 4353 TO 4400, 4423 TO 4500, 4519 TO 4600, 4622, 4647 TO 4700, 4732 TO 4800, 4839 TO 4900, 4928 TO 5000, 5022 TO 5100, 5129 TO 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 S69 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p>
<p>STAGING:  This is a staged subdivision.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> <p>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.</p> </div>		

### EASEMENT INFORMATION

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

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

<p>MANDALAY</p> <p>MASTERPLAN</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>
 <p><b>Lyssna Group Pty Ltd</b>  ABN 18 616 811 191  Tel: +61 3 9516 6899  PO Box 1058, South Melbourne 3205  Suite 3, 102 Dodds Street  Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>DATE: 01/08/24 REFERENCE: AA0015  DRAWING: CM0053AA DRAWN BY: BA</p> <p>ORIGINAL SHEET SIZE: A3  SHEET 1 OF 103</p> <p style="text-align: center;">THIS IS A LAND USE VICTORIA  COMPILED PLAN  FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

## Easement Information

**Legend:**

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

A – Appurtenant Easement  
R – Encumbering Easement (Road)

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

**MANDALAY**

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



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

Sheet 2

Original sheet size A3

# PLAN OF SUBDIVISION

# PS 617320S

## EASEMENT INFORMATION

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



**Lyssna Group Pty Ltd**  
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 Southbank VIC 3006 Australia

LyssnaGroup.com

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

ORIGINAL SHEET SIZE: A3  
 SHEET 3

# PLAN OF SUBDIVISION

# PS 617320S

## KEY SHEET

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

LOT OR RESERVE NUMBER	SHEET NUMBER
Lots 5101 to 5128	86, 91, 92, 93
Lots 5301 to 5335	94 - 96, 98
Lots 5401 to 5438	95, 96
Lots 5501 to 5535	94, 95, 96
Lots 5601 to 5640	89, 92, 93, 97
Lots 6001 to 6017	58
Lots 6101 to 6129	57
Lots 6301 to 6317	63
Lots 6401 to 6451	87, 88
Lots 6501 to 6519	78
Lots 6601 to 6623	89, 92
Lots 6701 to 6727	90
Lots 8101 to 8149	42, 43, 44, 69
Lots 9701 to 9711	47
S3	7
S34	37, 39, 72, 75
S70 (PART 1)	6, 30, 36, 38, 39, 40, 47, 55, 73, 63, 86 - 94, 97, 98
S70 (PART 2)	6, 26, 27, 46
S70 (PART 3)	6, 25, 26, 34, 61, 62

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

KEY SHEET FOR EASEMENTS AND ROADS  
FOUND ON SHEET 5

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



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LysnaGroup.com

DATE: 01/08/24  
 DRAWING: CM0053AA

REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 4

# PLAN OF SUBDIVISION

# PS 617320S

## KEY SHEET

ROAD OR EASEMENT NUMBER	SHEET NUMBER
ROAD R1	7, 8, 9
ROAD R2	10, 11, 12, 13
ROAD R3	14, 15, 16
ROAD R4	17, 18
ROAD R5	19, 20
ROAD R6	21, 22
ROAD R7	23, 24
ROAD R8	25, 26
ROAD R9	37, 38
ROAD R12	76
ROAD R14	28, 29
ROAD R15	32, 33
ROAD R16	41
ROAD R17	30, 31
ROAD R18	49
ROAD R19	48
ROAD R20	45, 46
ROAD R21	50, 51
ROAD R23	38, 39, 75
ROAD R27	52, 53
ROAD R28	54
ROAD R29	56
ROAD R30	55
ROAD R31	59, 60
ROAD R32	61, 62
ROAD R33	64
ROAD R34	65, 66
ROAD R35	67
ROAD R36	70
ROAD R37	70, 71
ROAD R38	68, 72
ROAD R39	73
ROAD R40	74
ROAD R41	77
ROAD R42	79
ROAD R43	80, 81
ROAD R44	82
ROAD R45	85
ROAD R46	83, 84
ROAD R47	83, 94, 98
ROAD R48	86
ROAD R49	89, 91, 92, 97
ROAD R50	91, 92, 93, 97
ROAD R51	86, 91, 92, 93
ROAD R53	94 - 96, 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 - 98
E-5	9, 10, 18, 29, 35
E-6	12, 14
E-7	12
E-8	13, 16, 27, 46
E-9	10, 12, 41
E-10	13, 16, 46
E-11	13, 16, 27, 29
E-12	17 - 21, 23 - 26
E-13	14, 15, 17, 19, 20, 23, 24, 25, 27, 29
E-14	14, 16, 29
E-15	27
E-16	27
E-17	27
E-18	40
E-19	6, 38, 39
E-20	30, 37-39, 40, 45-58, 60-68, 70-75, 77, 79-83, 86-92 & 94-96
E-21	41
E-22	50, 51
E-23	50, 51, 56
E-24	62
E-25	39, 54, 55, 59, 60, 62, 67, 72, 75, 78, 87-92 & 96
E-26	70
E-27	70
E-28	5, 48
E-81	42, 43, 44 & 69
E-82	43, 44
E-83	43, 44 & 69
E-84	76
E-85	71

KEY SHEET FOR LOTS AND RESERVES  
FOUND ON SHEET 4

MANDALAY

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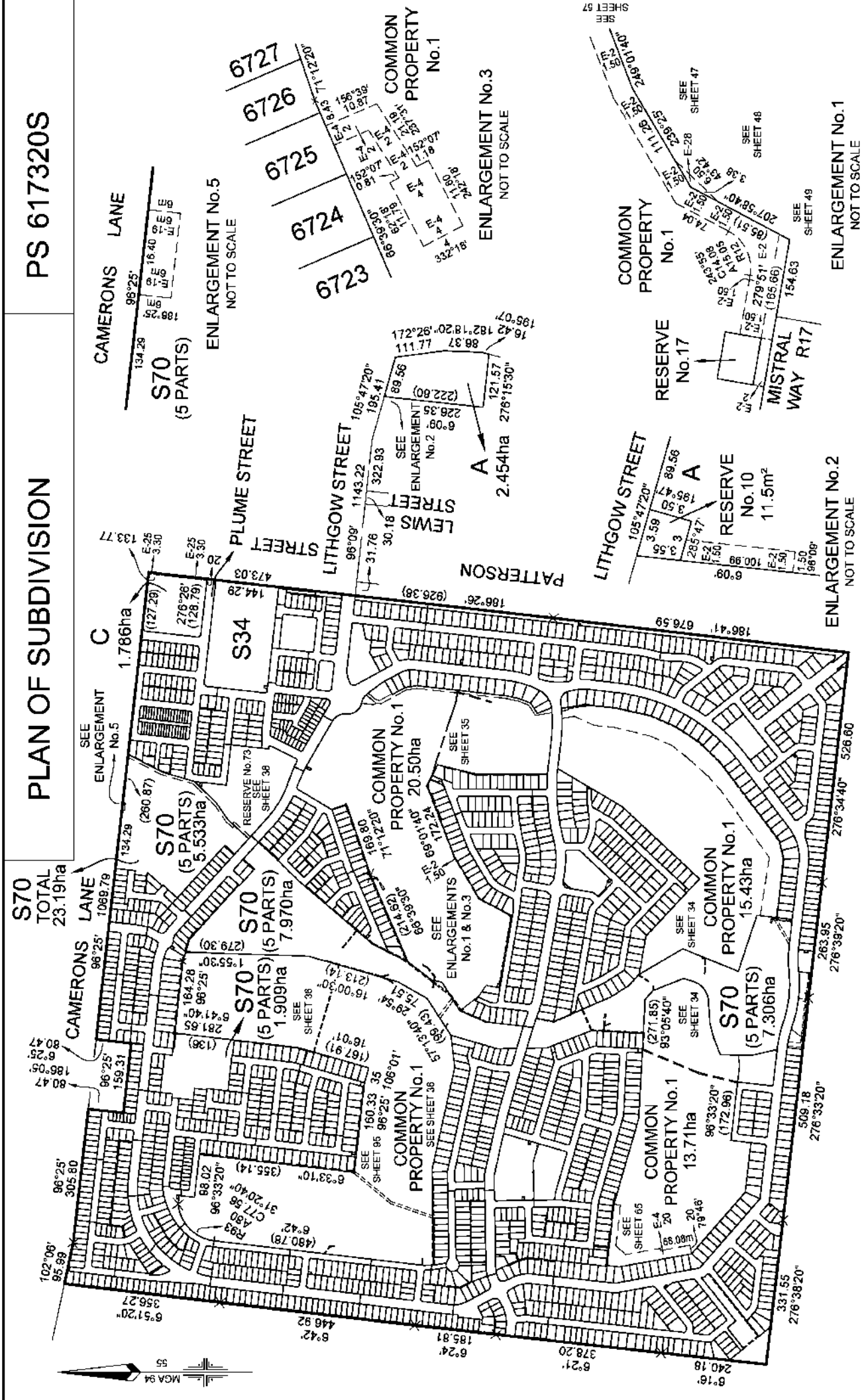
DATE: 01/08/24  
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REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 5

PS 617320S

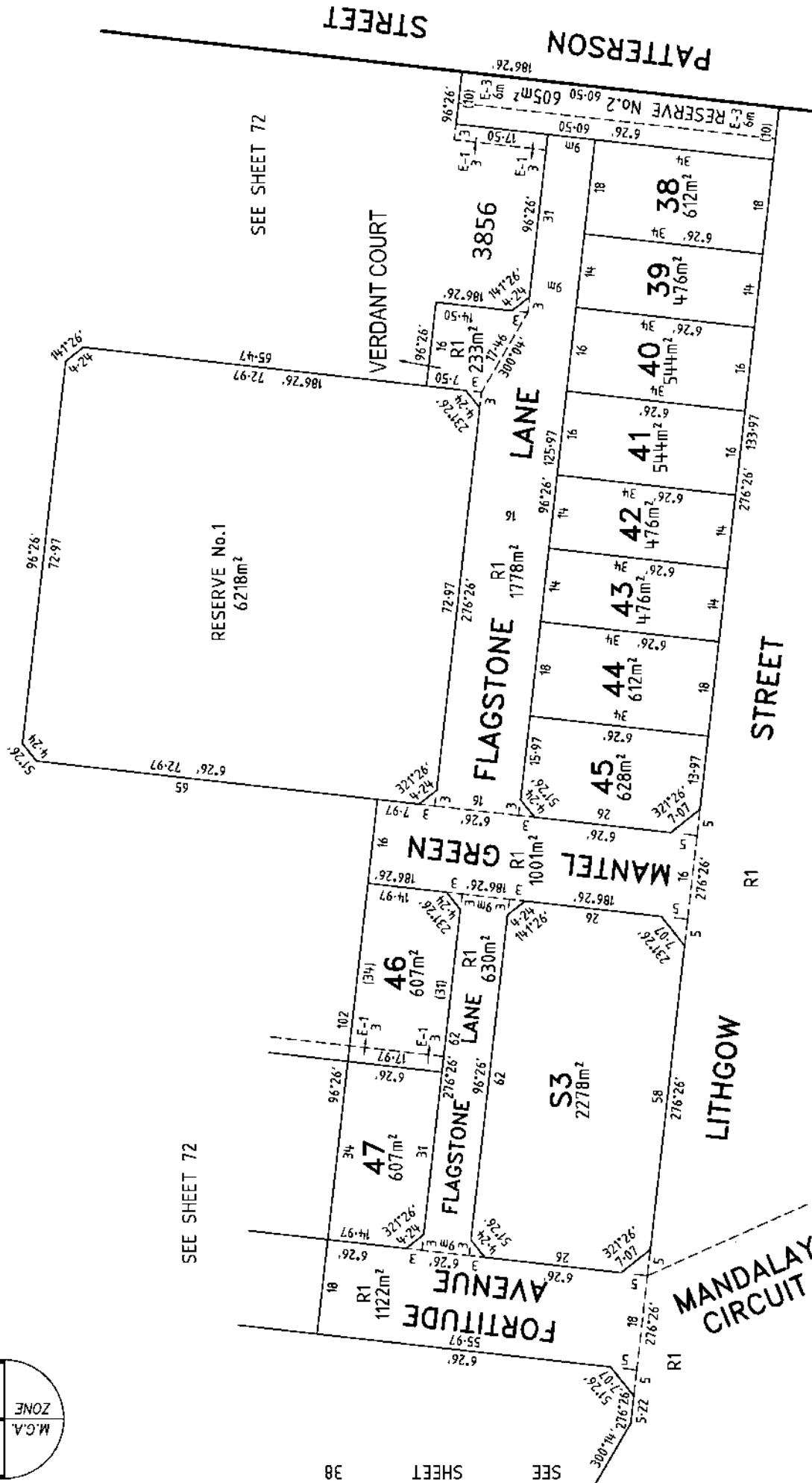
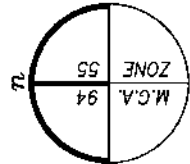
PLAN OF SUBDIVISION



<p><b>MANDALAY</b></p> <p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 01/08/24</p> <p>DRAWING: CM0053AA</p>	<p>SCALE</p> <p>1:8000</p> <p>0 80 160 240 320</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET</p> <p>SIZE: A3</p>	<p>SHEET 6</p>
		<p>REFERENCE: AA0015</p> <p>DRAWN BY: BA</p>	
<p><b>Lyssna Group Pty Ltd</b></p> <p>ABN 68 616 811 891</p> <p>Tel: +61 3 9516 6899</p> <p>PO Box 1058, South Melbourne 3205</p> <p>Suite 3, 102 Doddis Street</p> <p>Southbank VIC 3008 Australia</p> <p>LyssnaGroup.com</p>			

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET 72

SEE SHEET 72

SEE SHEET 8

Sheet 7

ORIGINAL

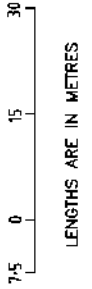


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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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MANDALAY

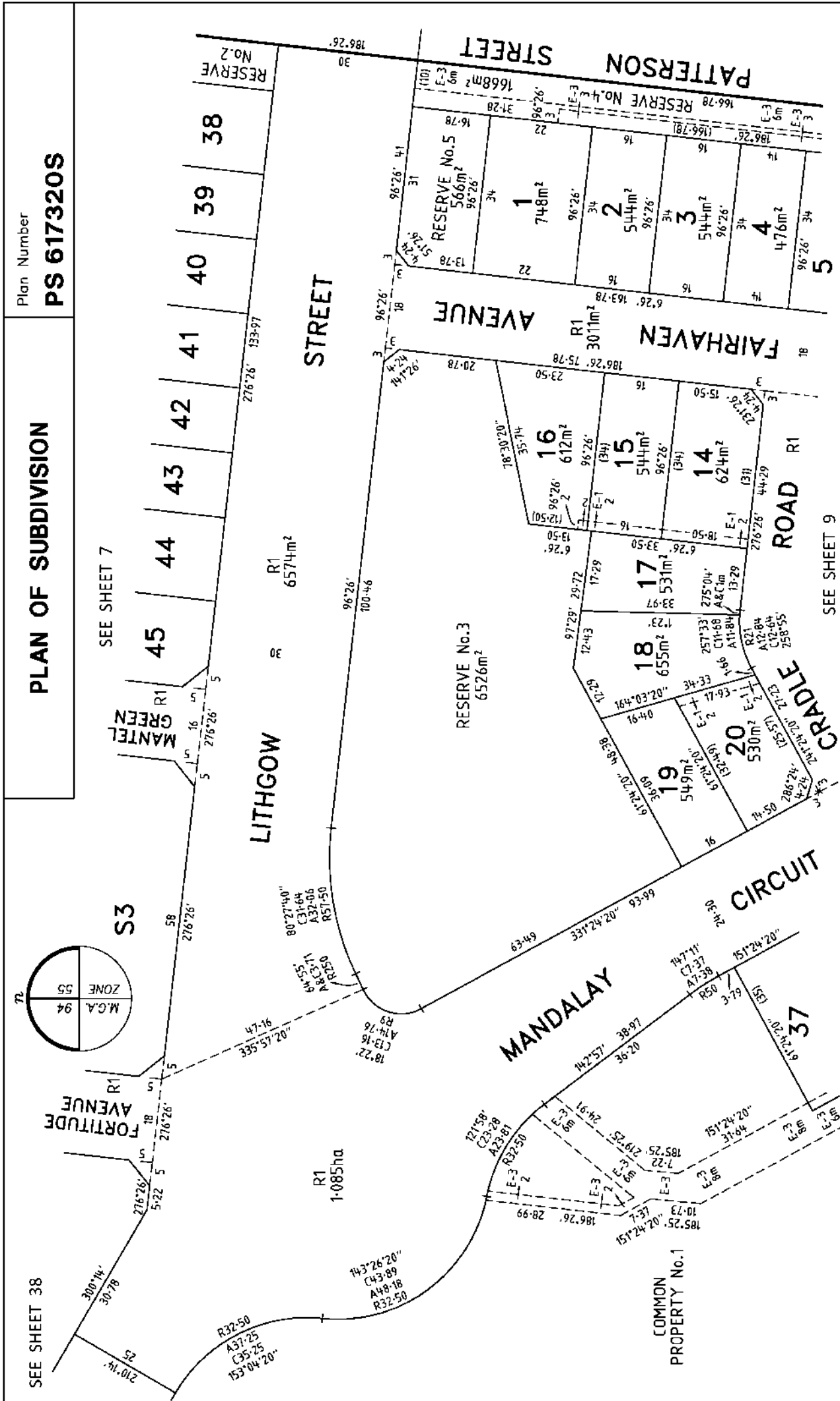
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SCALE



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

SEE SHEET 38



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**SCALE** 1:750  
**SHEET SIZE** A3

**ORIGINAL**

**SCALE** 7.5 0 15 30  
**LENGTHS ARE IN METRES**

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

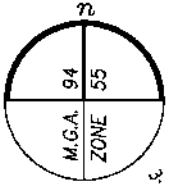
**SEE SHEET 9**

**SEE SHEET 7**

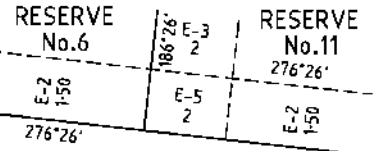
**SEE SHEET 8**

# PLAN OF SUBDIVISION

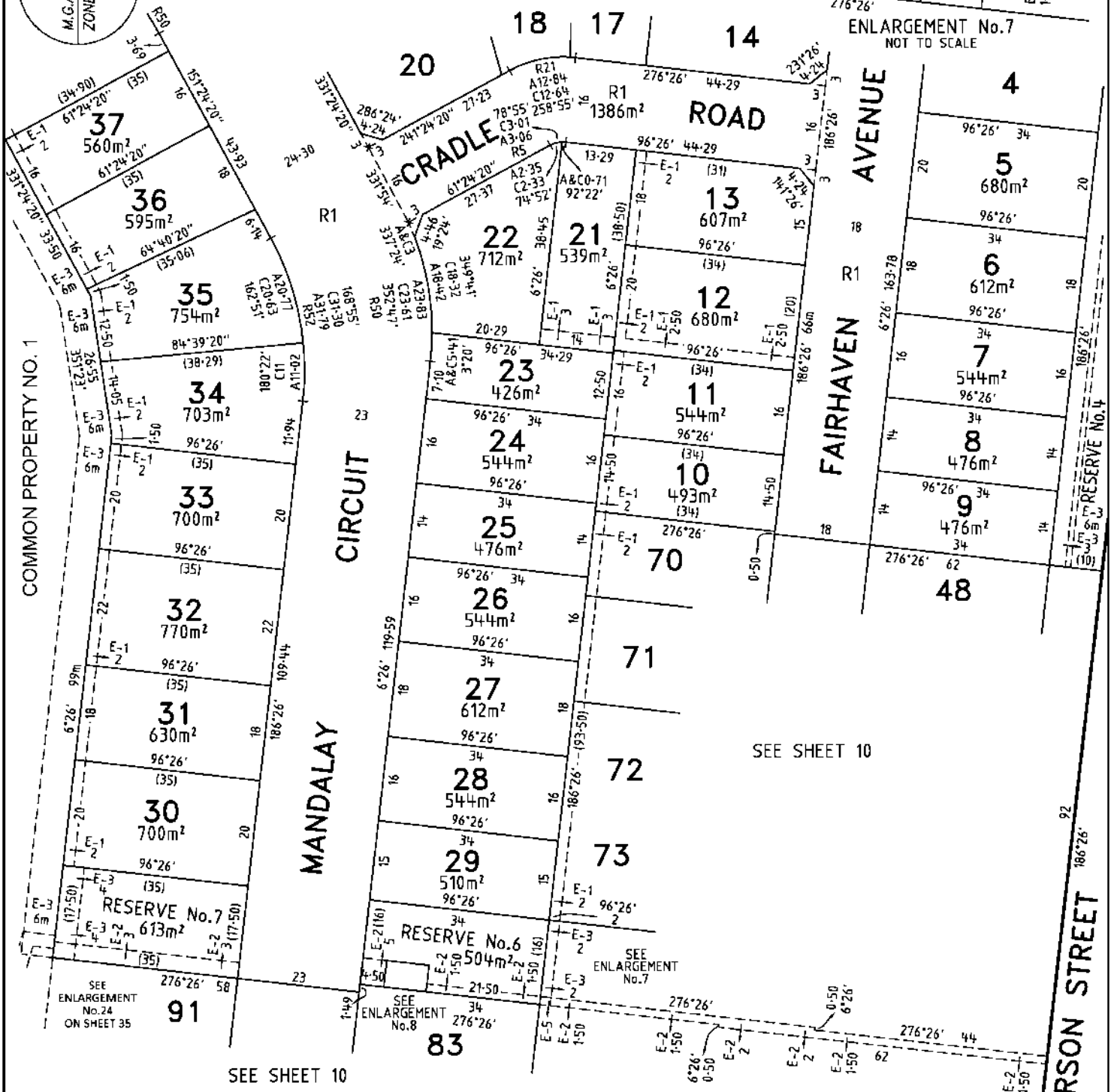
Plan Number  
**PS 617320S**



SEE SHEET 8



ENLARGEMENT No.7  
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COMMON PROPERTY NO. 1

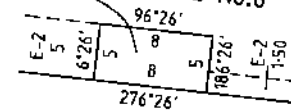
SEE SHEET 10

### MANDALAY

**Bosco Jonson Pty Ltd**  
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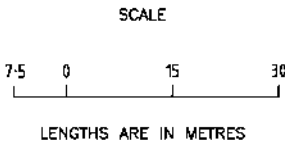


RESERVE No.8  
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ENLARGEMENT No.8  
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ORIGINAL  
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SHEET SIZE  
A3



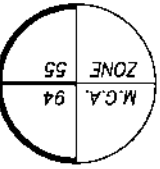
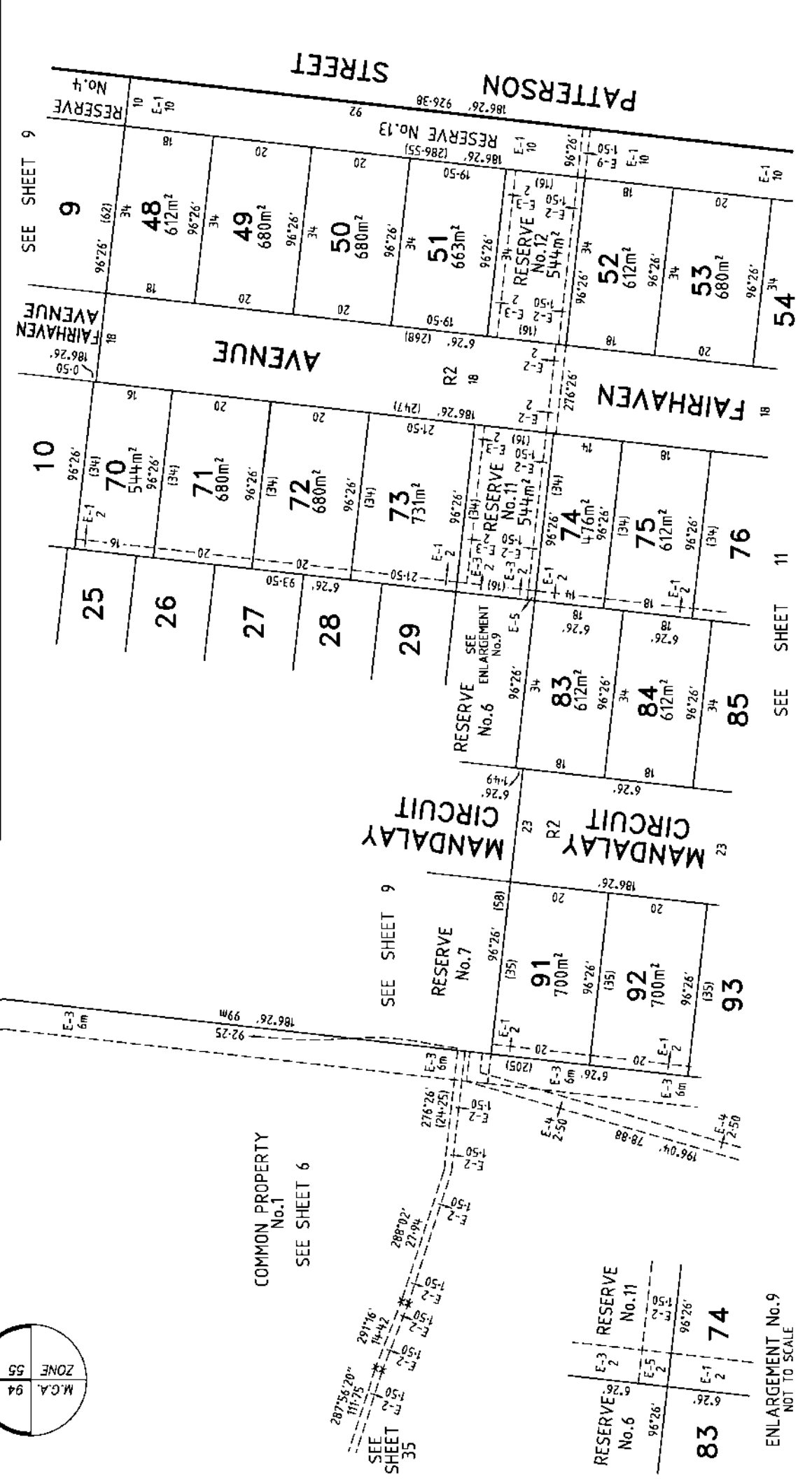
LENGTHS ARE IN METRES

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

Sheet 9

**PLAN OF SUBDIVISION**  
 Plan Number  
**PS 617320S**

SEE SHEET 9  
 SEE SHEET 6  
 SEE SHEET 10  
 SEE SHEET 11  
 SEE SHEET 9  
 SEE SHEET 9



**MANDALAY**

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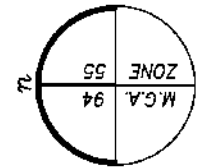
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**SIGNATURE** DIGITALLY SIGNED / /  
**DATE** / /  
**REF** 24610333  
**DWG** 2461035EA  
**VERSION** A  
**15/05/18**

**SCALE** 1:750  
**SHEET SIZE** A3

**SCALE**  
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 LENGTHS ARE IN METRES

**ORIGINAL**

**SHEET 10**

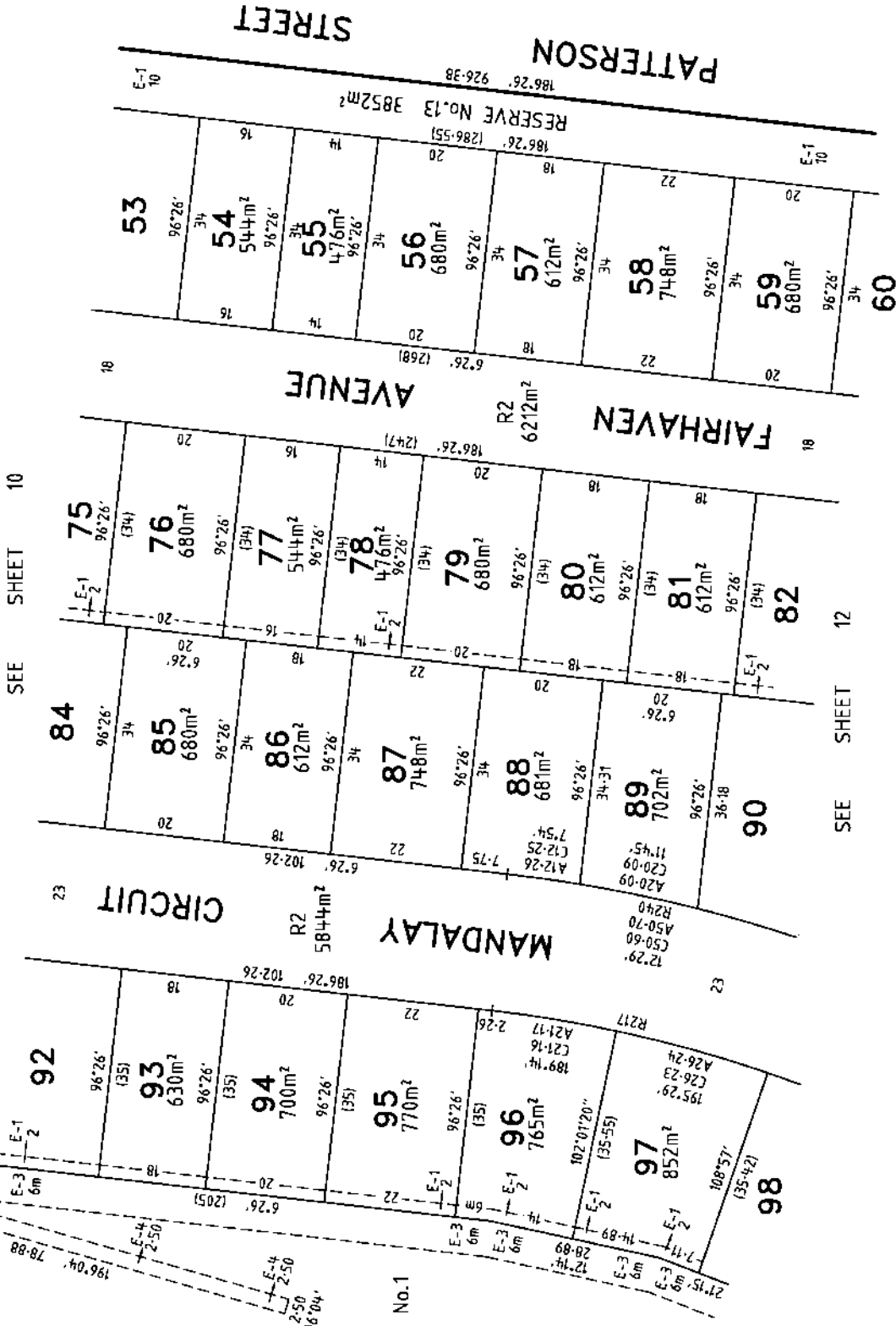


COMMON PROPERTY No.1  
SEE SHEET 6

# PLAN OF SUBDIVISION

Plan Number

**PS 617320S**



SEE SHEET 10

SEE SHEET 12

**MANDALAY**

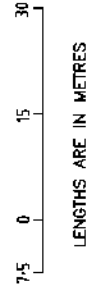


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ORIGINAL

SCALE 1:750  
SHEET SIZE A3

SCALE



LENGTHS ARE IN METRES

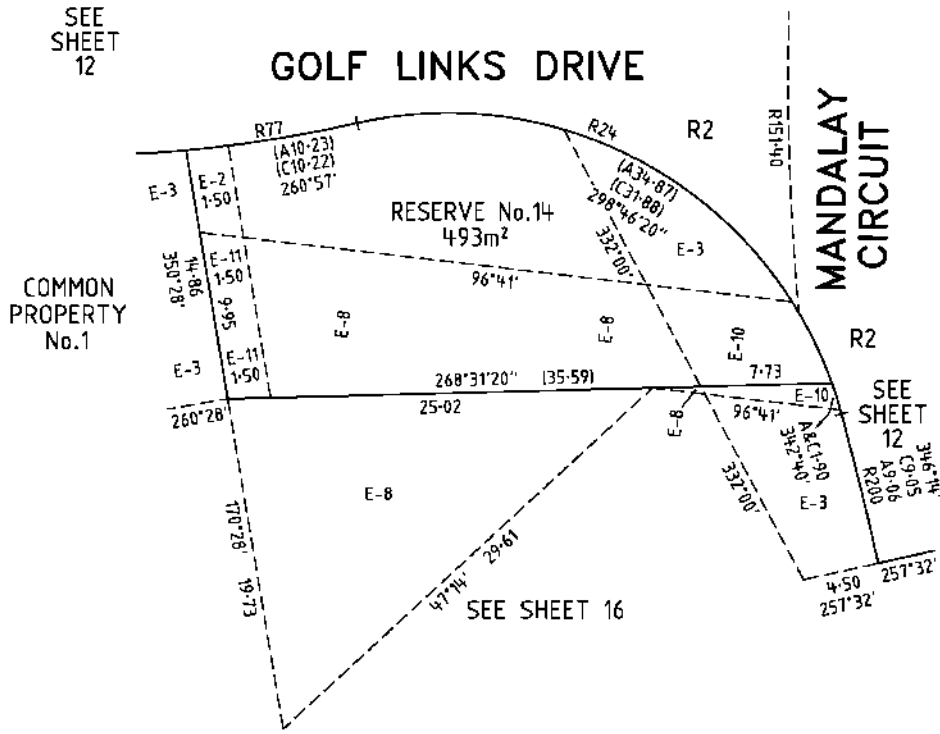
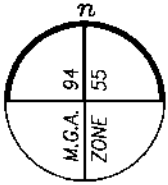
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SIGNATURE DIGITALLY SIGNED DATE / /  
REF 24610333 15/05/18 VERSION A  
DWG 2461035EA

Sheet 11



# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



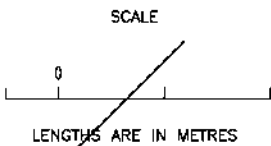
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## MANDALAY

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ORIGINAL  
SCALE  
SHEET SIZE  
A3

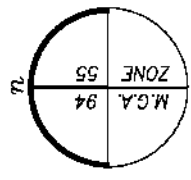
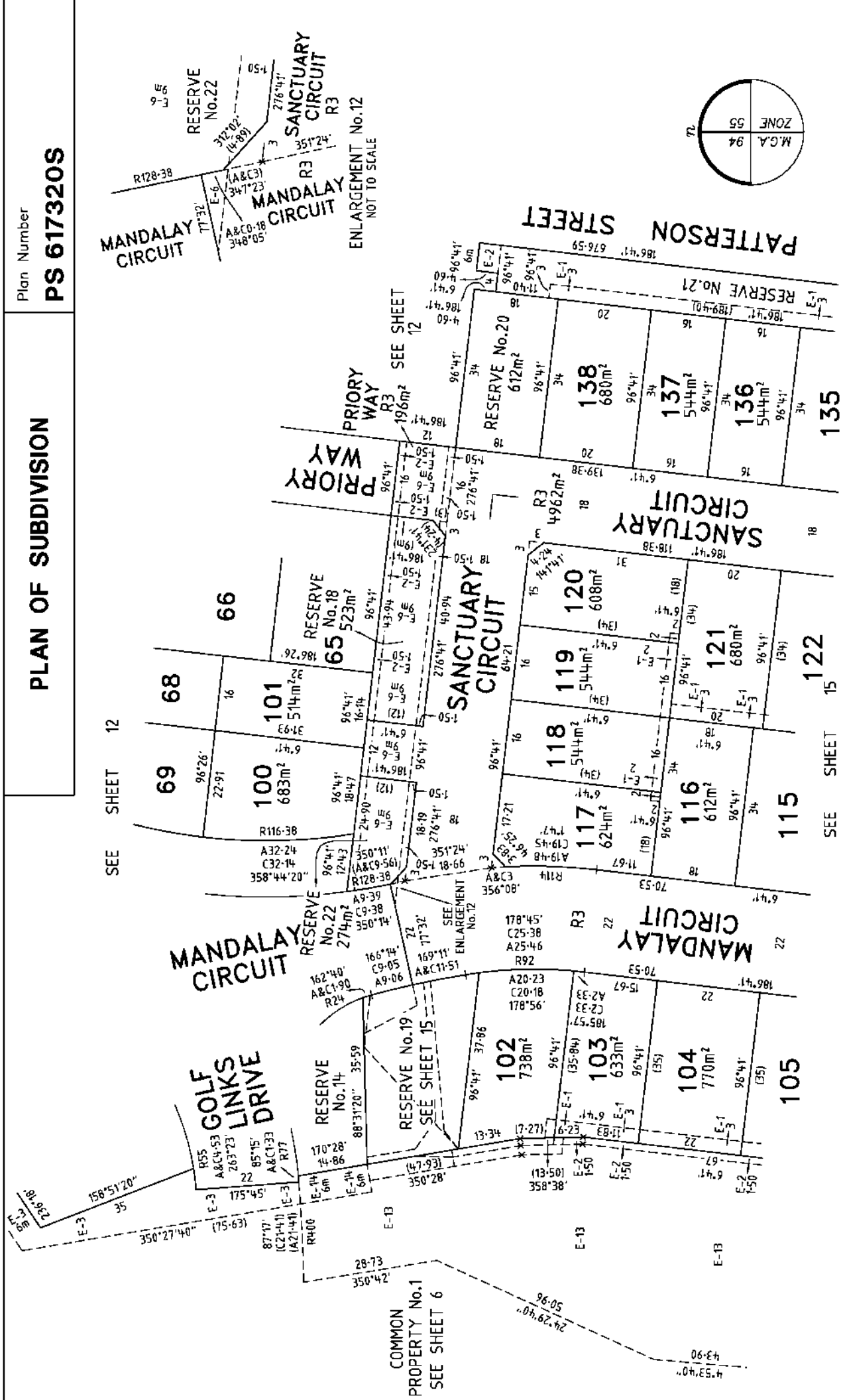


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /  
REF 24610333 15/05/18 VERSION A  
DWG 2461035EA

Sheet 13

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



Sheet 14

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

SCALE  
 7.5 0 15 30  
 LENGTHS ARE IN METRES

ORIGINAL  
 SCALE SHEET SIZE  
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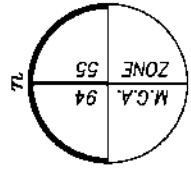
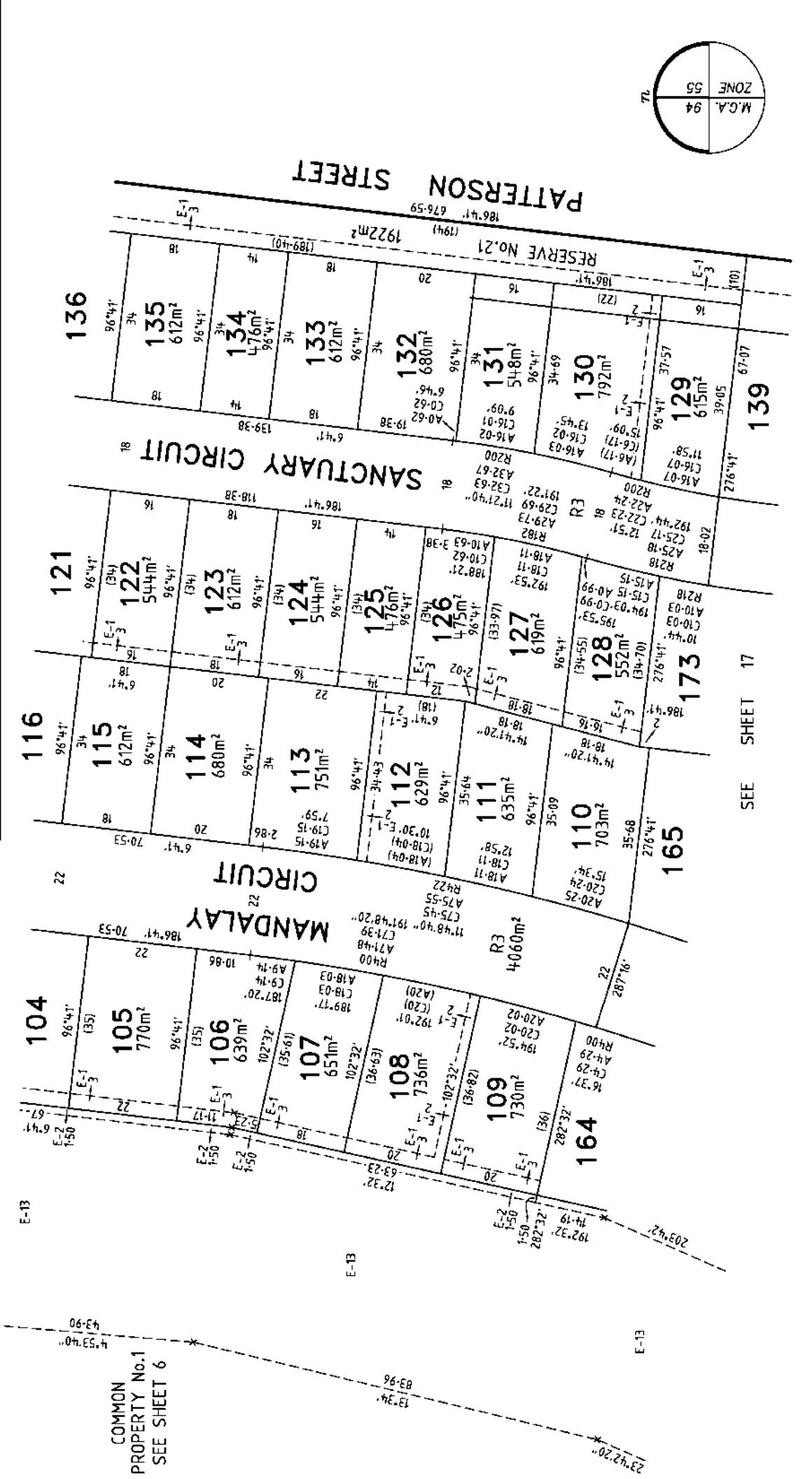
**MANDALAY**

**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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Plan Number  
**PS 617320S**

**PLAN OF SUBDIVISION**

SEE SHEET 14



**MANDALAY**

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

ORIGINAL SCALE SHEET SIZE  
 1:750 A3

SCALE  
 7.5 0 15 30  
 LENGTHS ARE IN METRES

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

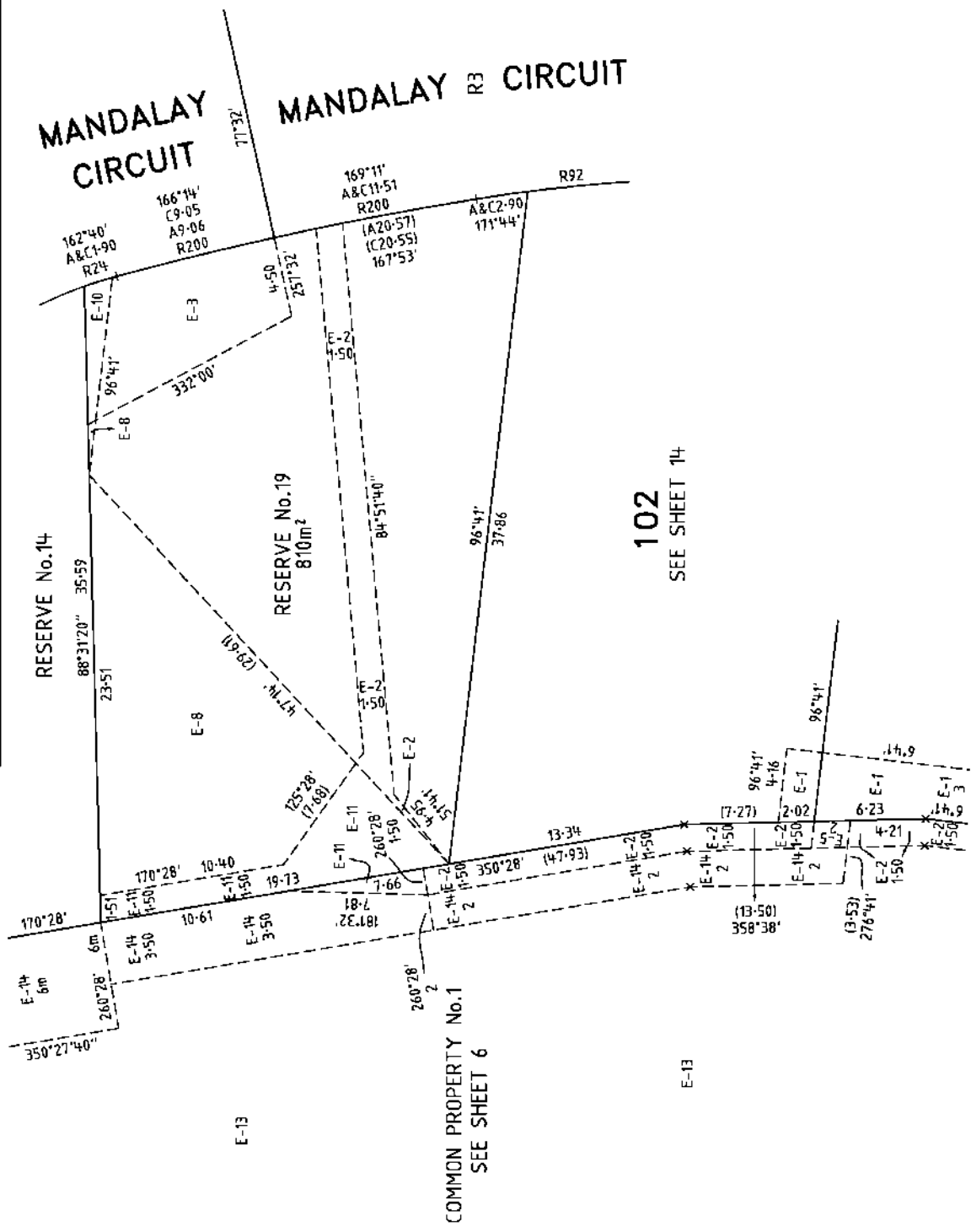
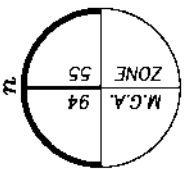
15/05/18 VERSION A

SEE SHEET 17

Sheet 15

**PLAN OF SUBDIVISION**

Plan Number  
**PS 617320S**



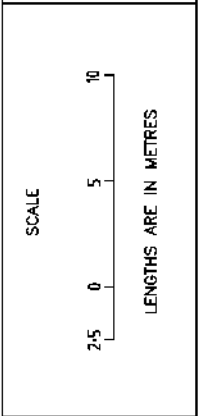
SEE SHEET 14

COMMON PROPERTY No.1  
SEE SHEET 6

**102**  
SEE SHEET 14

Sheet 16

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



ORIGINAL SCALE SHEET SIZE  
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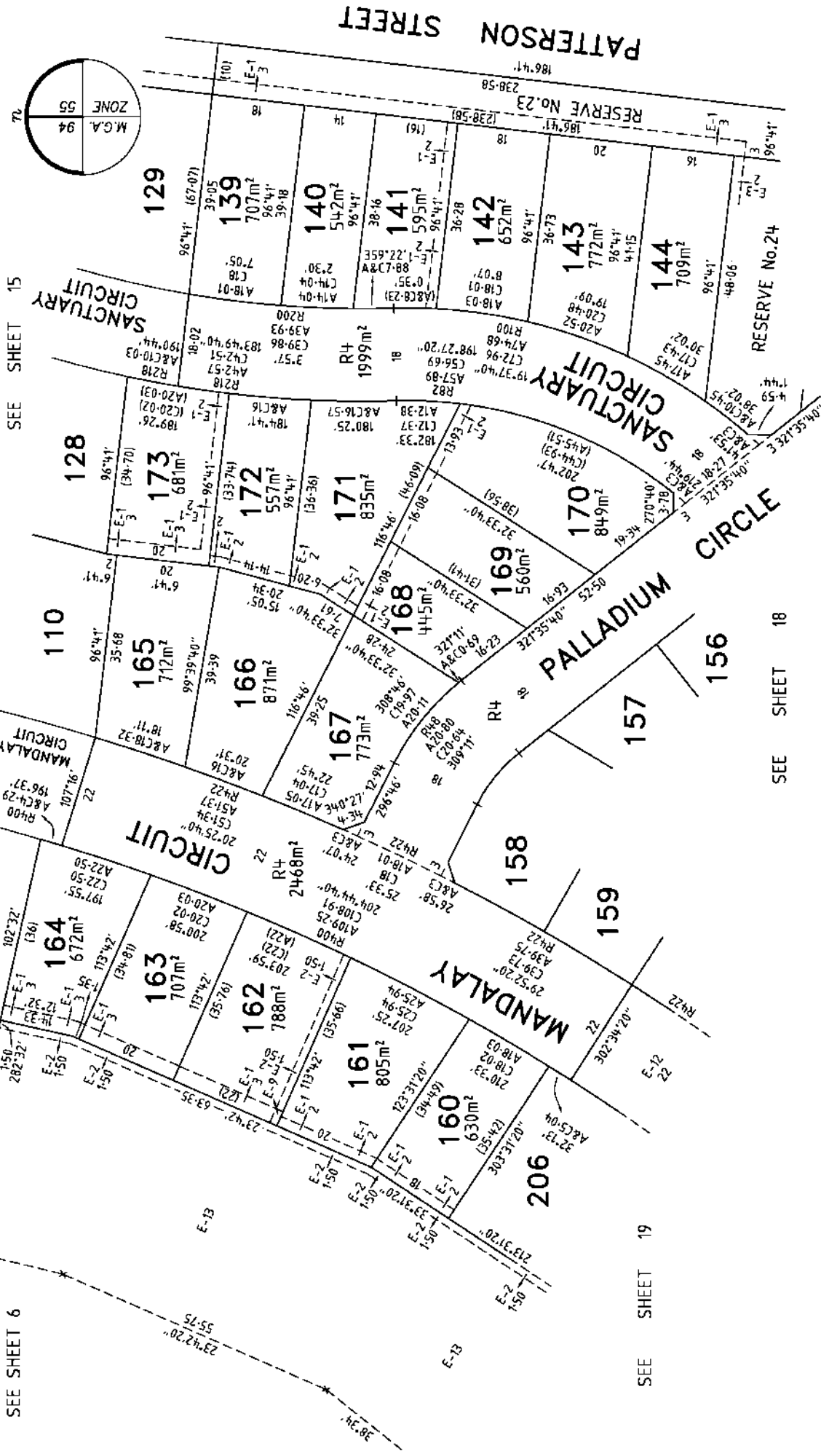
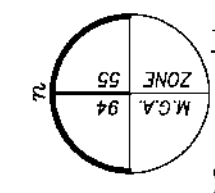
**MANDALAY**

**Bosco Jonson Pty Ltd**  
ALB/N 15 169 138 827  
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16 Eastern Road South Melbourne  
Vic 3205 Australia  
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Plan Number  
**PS 617320S**

**PLAN OF SUBDIVISION**

SEE SHEET 15  
**109**  
COMMON PROPERTY No.1  
SEE SHEET 6



SEE SHEET 15

SEE SHEET 15

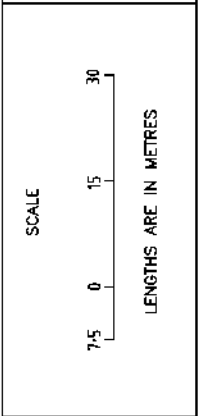
SEE SHEET 15

SEE SHEET 19

SEE SHEET 18

Sheet 17

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



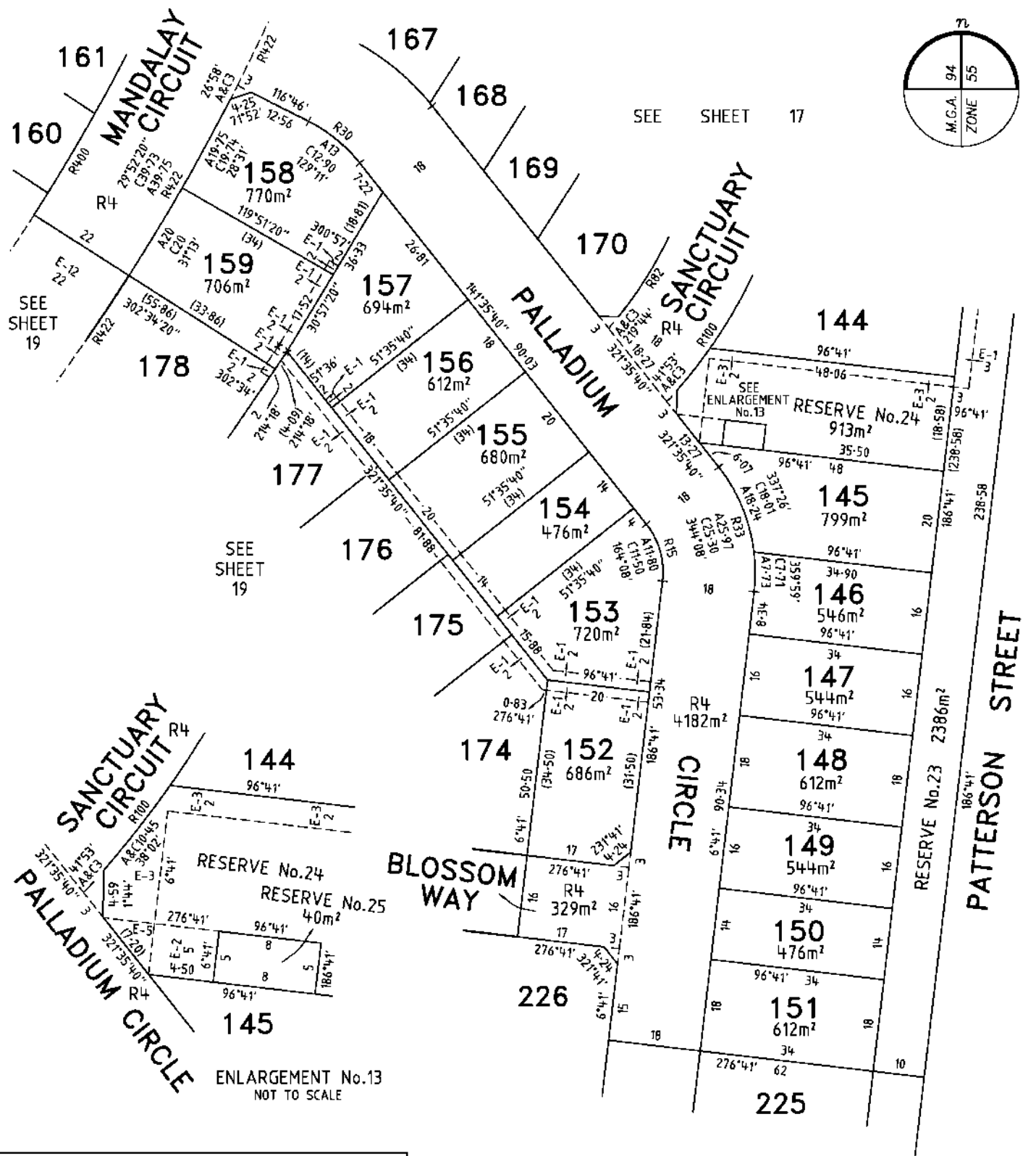
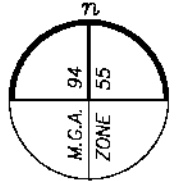
ORIGINAL  
SCALE SHEET SIZE  
1:750 A3

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

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

SEE SHEET 17



SEE SHEET 19

ENLARGEMENT No.13  
NOT TO SCALE

SEE SHEET 22

**MANDALAY**

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

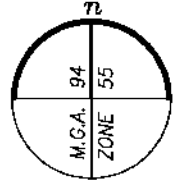
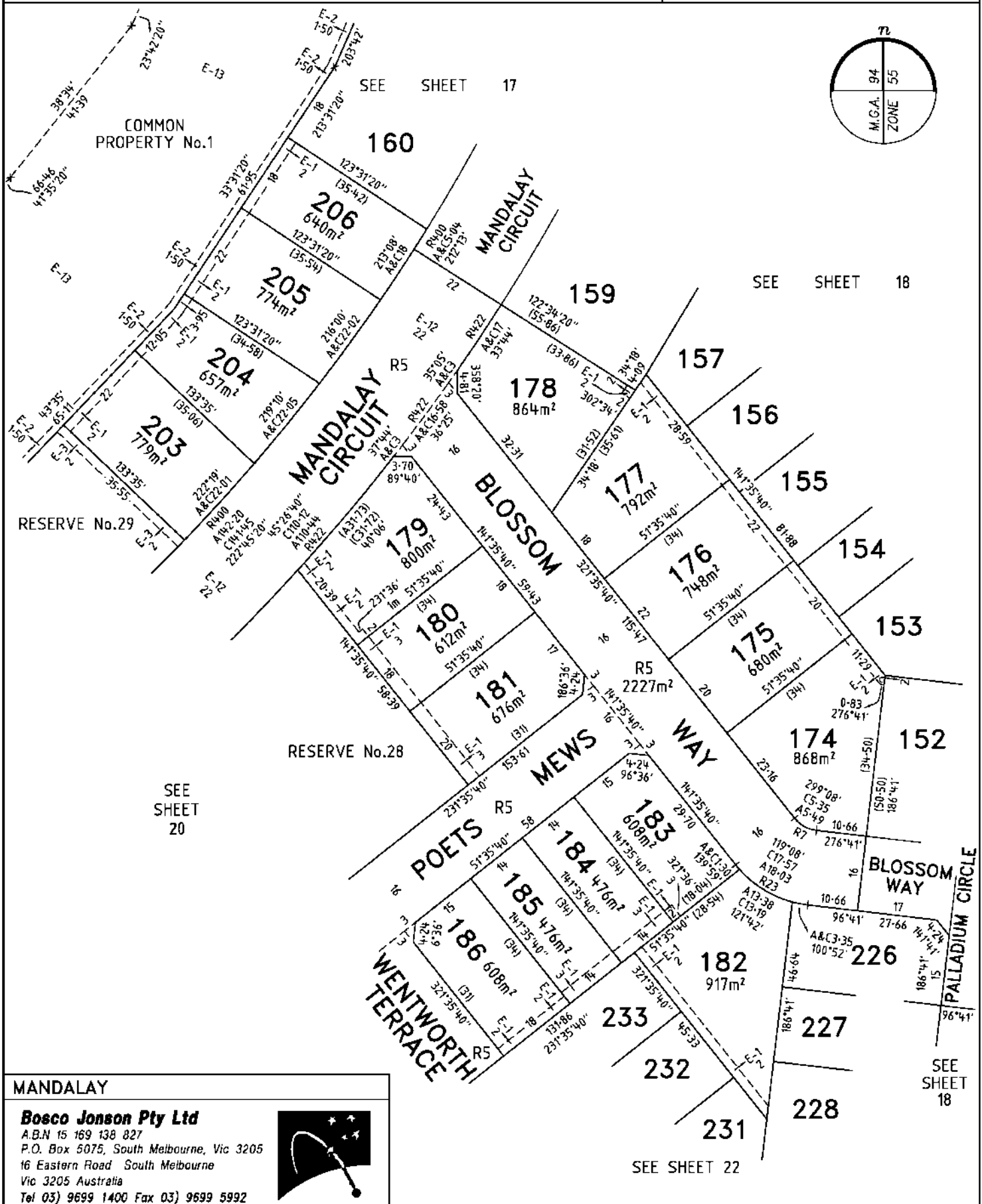
ORIGINAL	SCALE
SCALE 1:750	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

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

Sheet 18

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



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ORIGINAL SCALE

SCALE

7.5 0 15 30

LENGTHS ARE IN METRES

SCALE SHEET SIZE  
1:750 A3

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

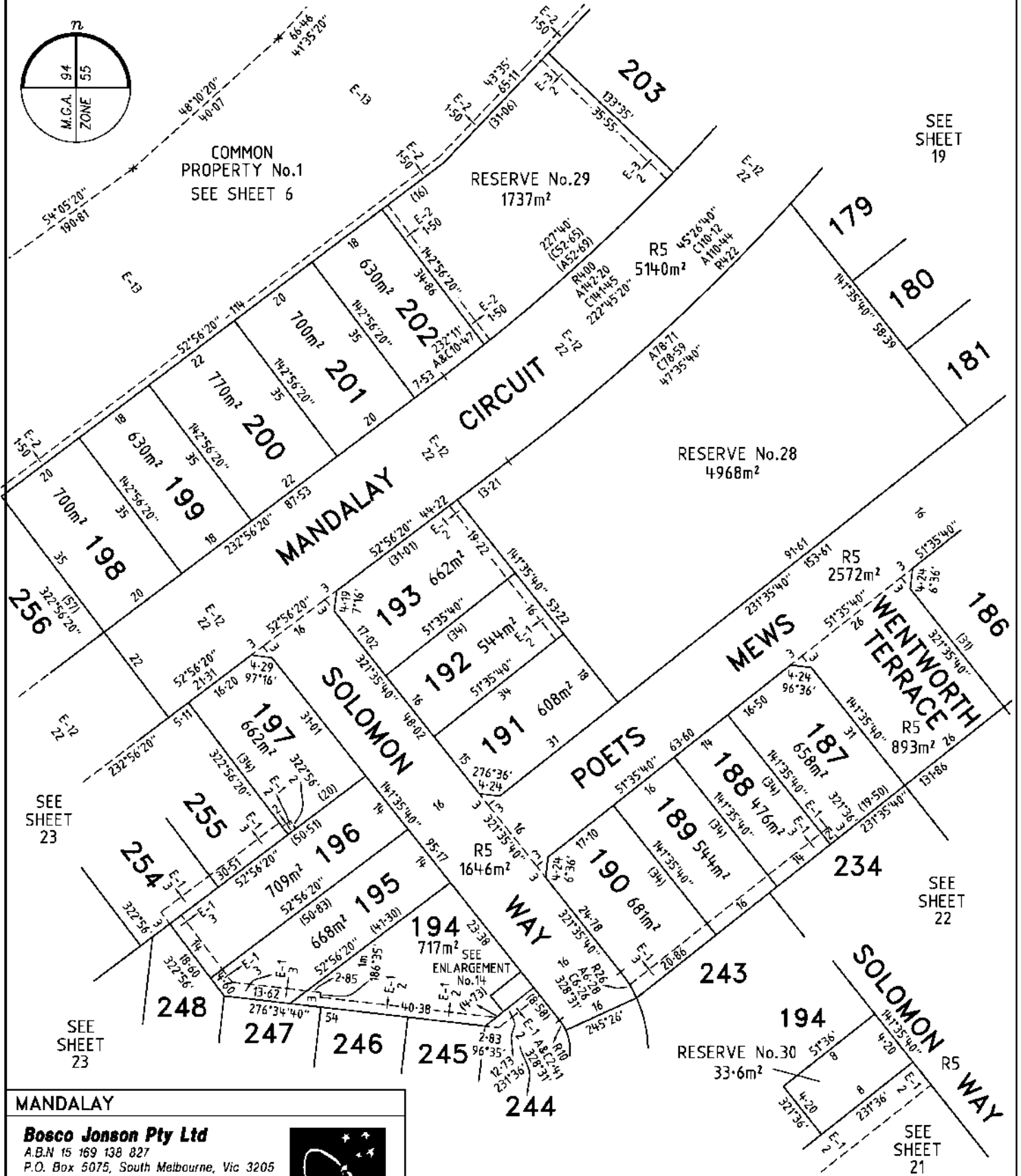
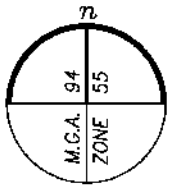
SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 19

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET 19

SEE SHEET 23

SEE SHEET 22

SEE SHEET 23

SEE SHEET 21

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ENLARGEMENT No.14  
NOT TO SCALE

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

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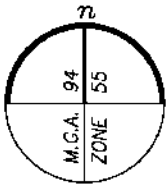
SIGNATURE DIGITALLY SIGNED DATE / /

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

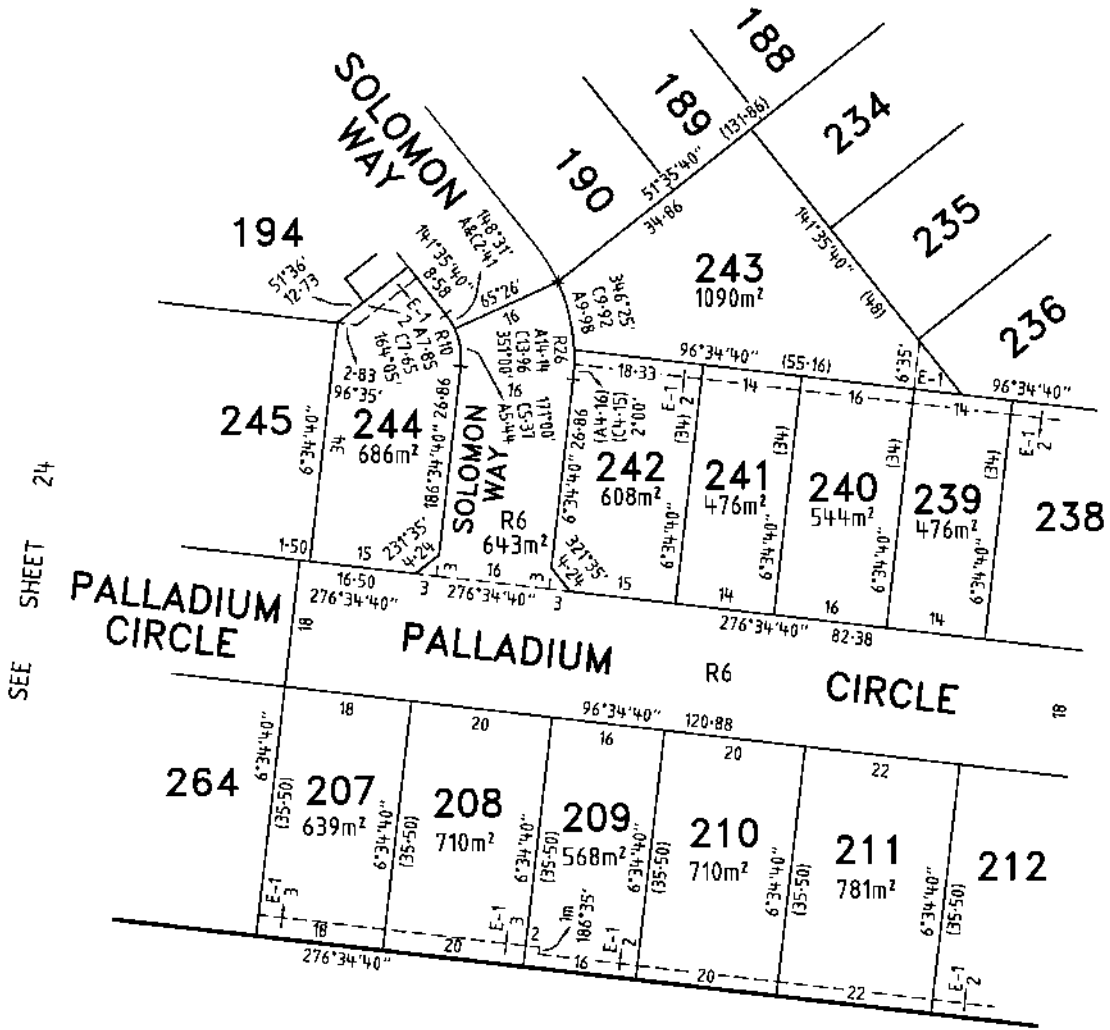
Sheet 20

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET  
20



SEE SHEET 24

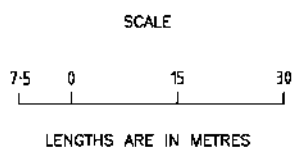
SEE SHEET 22

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ORIGINAL  
 SCALE  
 SHEET SIZE  
 1:750  
 A3



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

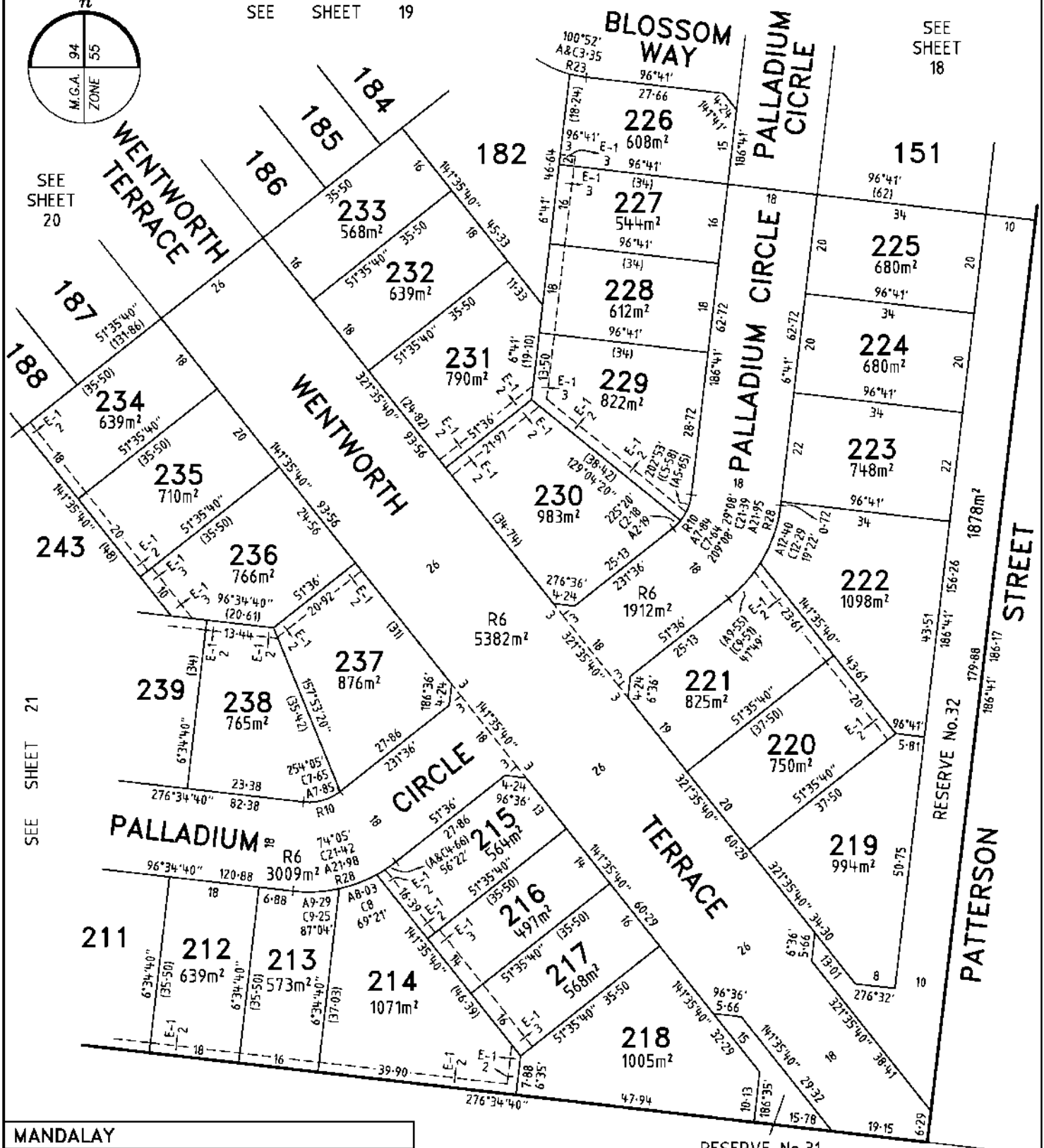
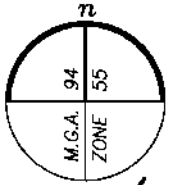
Sheet 21

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

SEE SHEET 19

SEE SHEET 18



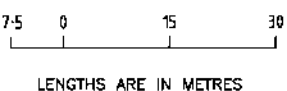
**MANDALAY**

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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RESERVE No.31  
169m<sup>2</sup>

ORIGINAL  
SCALE  
SHEET SIZE  
1:750  
A3



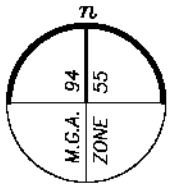
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
 SIGNATURE DIGITALLY SIGNED DATE / /  
 REF 24610333 15/05/18 VERSION A  
 DWG 2461035EA

Sheet 22

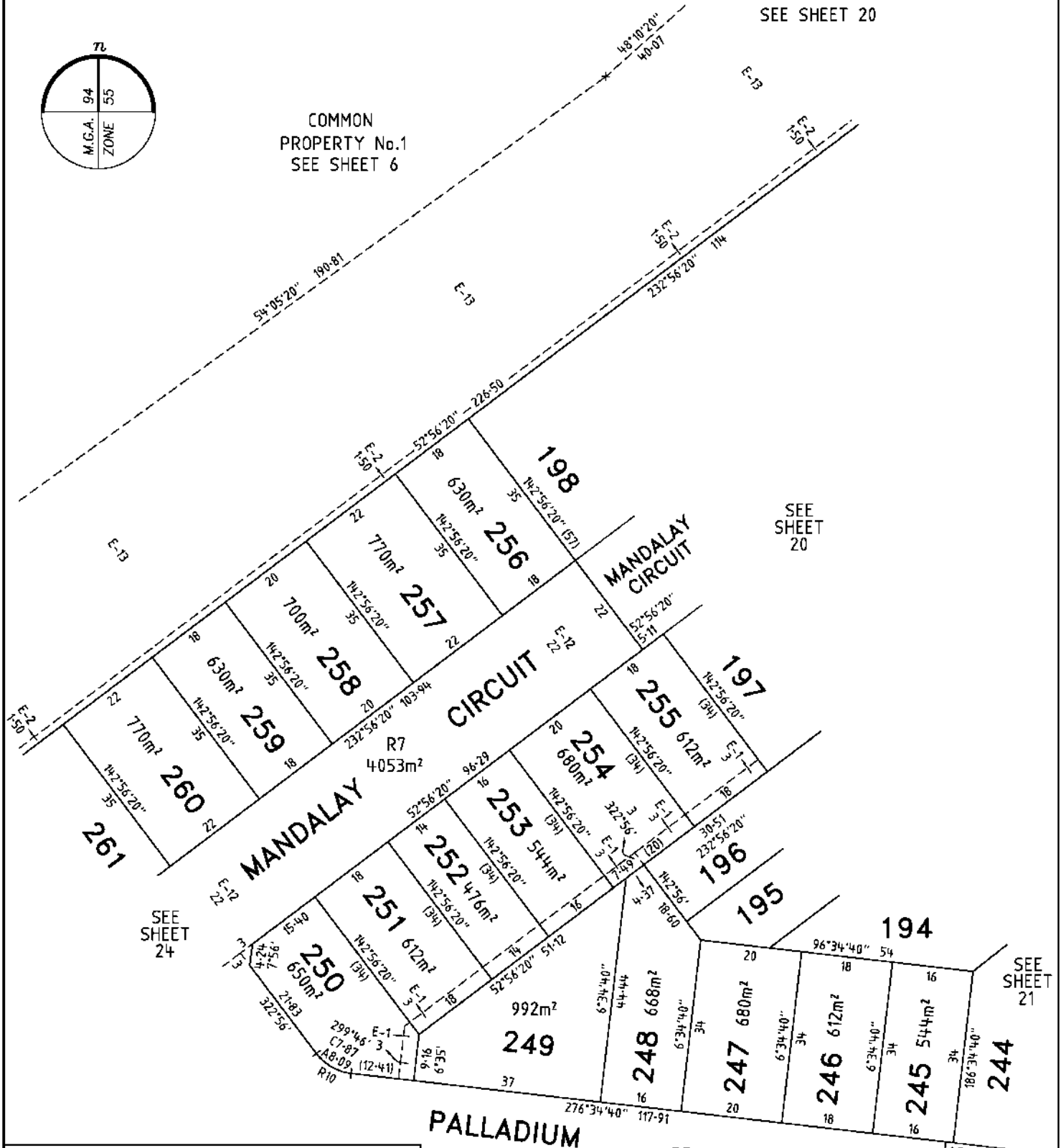
# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

SEE SHEET 20



COMMON  
PROPERTY No.1  
SEE SHEET 6



## MANDALAY

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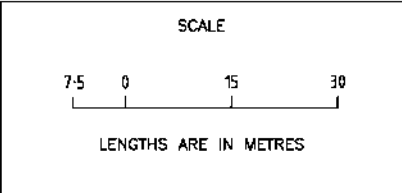
## PALLADIUM

SEE SHEET 24

## CIRCLE

SEE SHEET 21  
PALLADIUM  
CIRCLE

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3

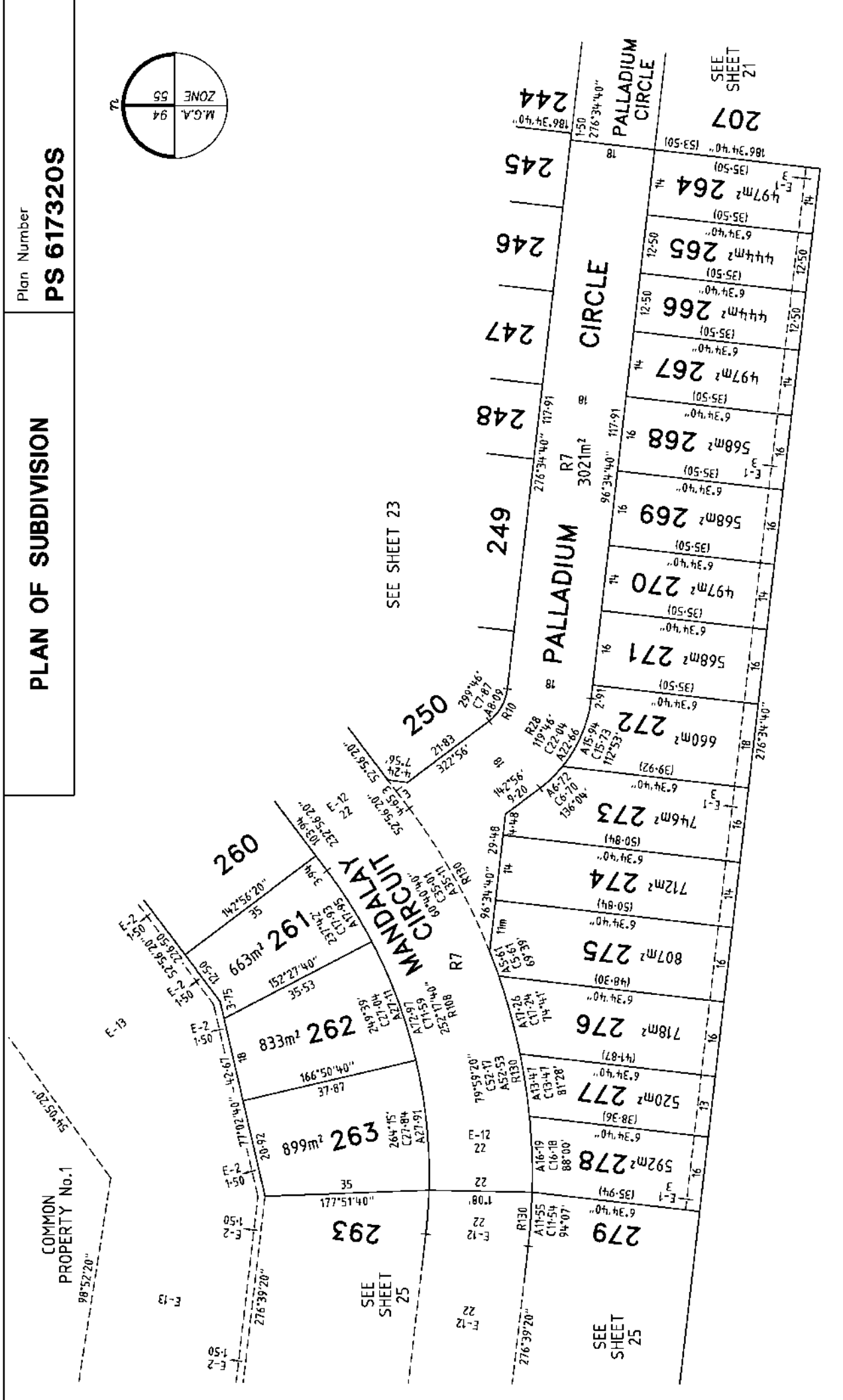
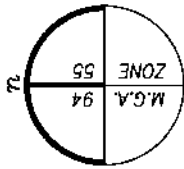


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
SIGNATURE . . . . . DATE / /  
REF 24610333 15/05/18 VERSION A  
DWG 2461035EA

Sheet 23

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



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 Vic 3205 Australia  
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ORIGINAL SCALE SHEET SIZE  
 1:750 A3

SCALE LENGTHS ARE IN METRES  
 7.5 0 15 30

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

Sheet 24

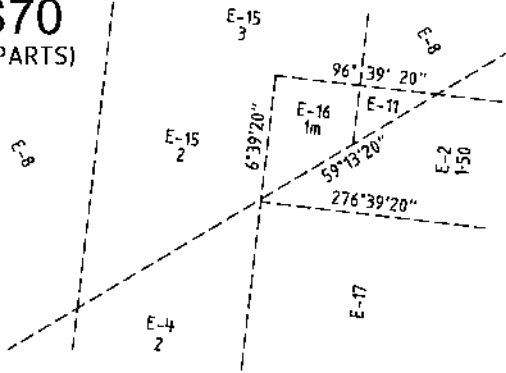
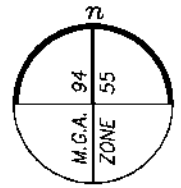




# PLAN OF SUBDIVISION

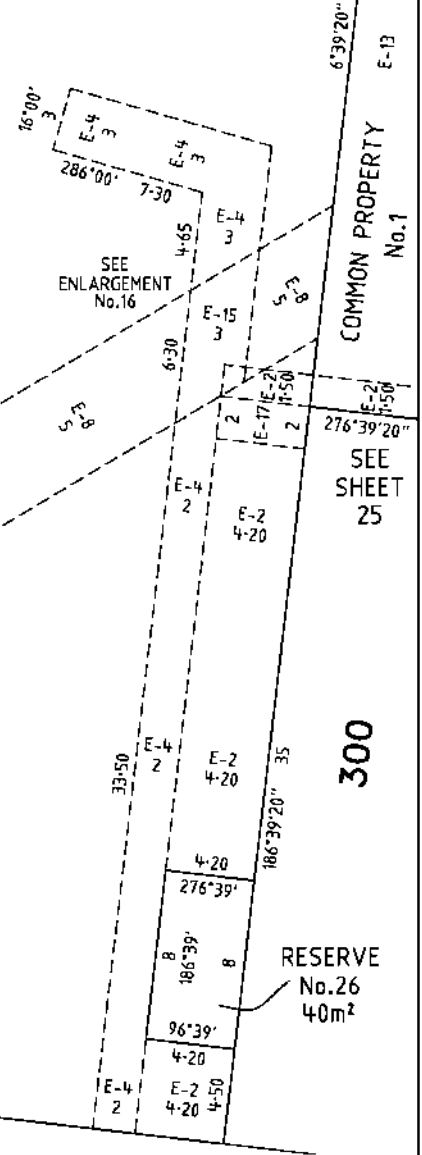
Plan Number  
**PS 617320S**

**S70**  
(5 PARTS)



**ENLARGEMENT No.16**  
NOT TO SCALE

**S70**  
(5 PARTS)  
SEE SHEET 25



SEE SHEET 26

**300**

**MANDALAY R8 CIRCUIT**

**MANDALAY**

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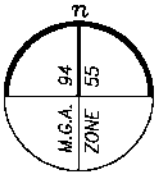
ORIGINAL	SCALE
SCALE 1:250	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

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

Sheet 27

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET 63

29 SHEET

SEE

1141

1425

RESERVE No.34

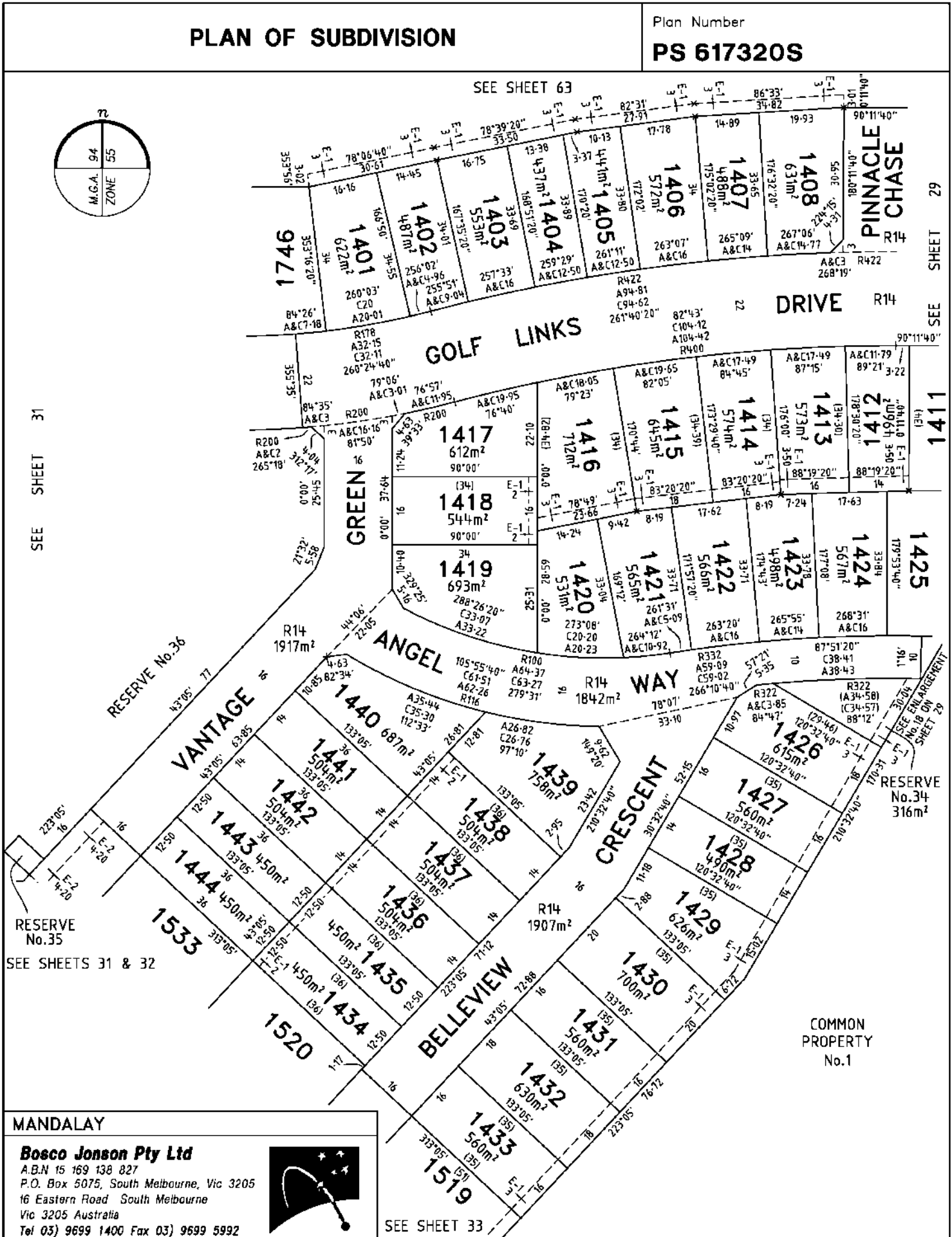
SEE SHEET 29

RESERVE No.36

RESERVE No.35

SEE SHEETS 31 & 32

SEE SHEET 33

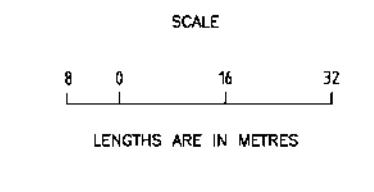


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ORIGINAL SCALE  
SCALE SHEET SIZE  
1:800 A3



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

Sheet 28

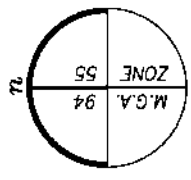
COMMON PROPERTY No.1



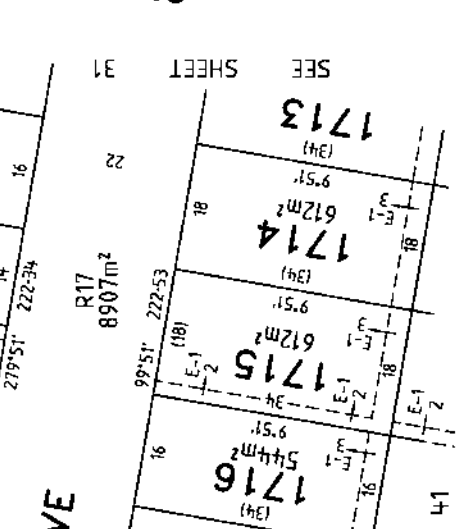
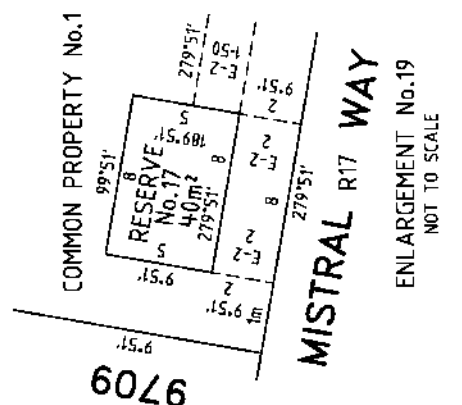
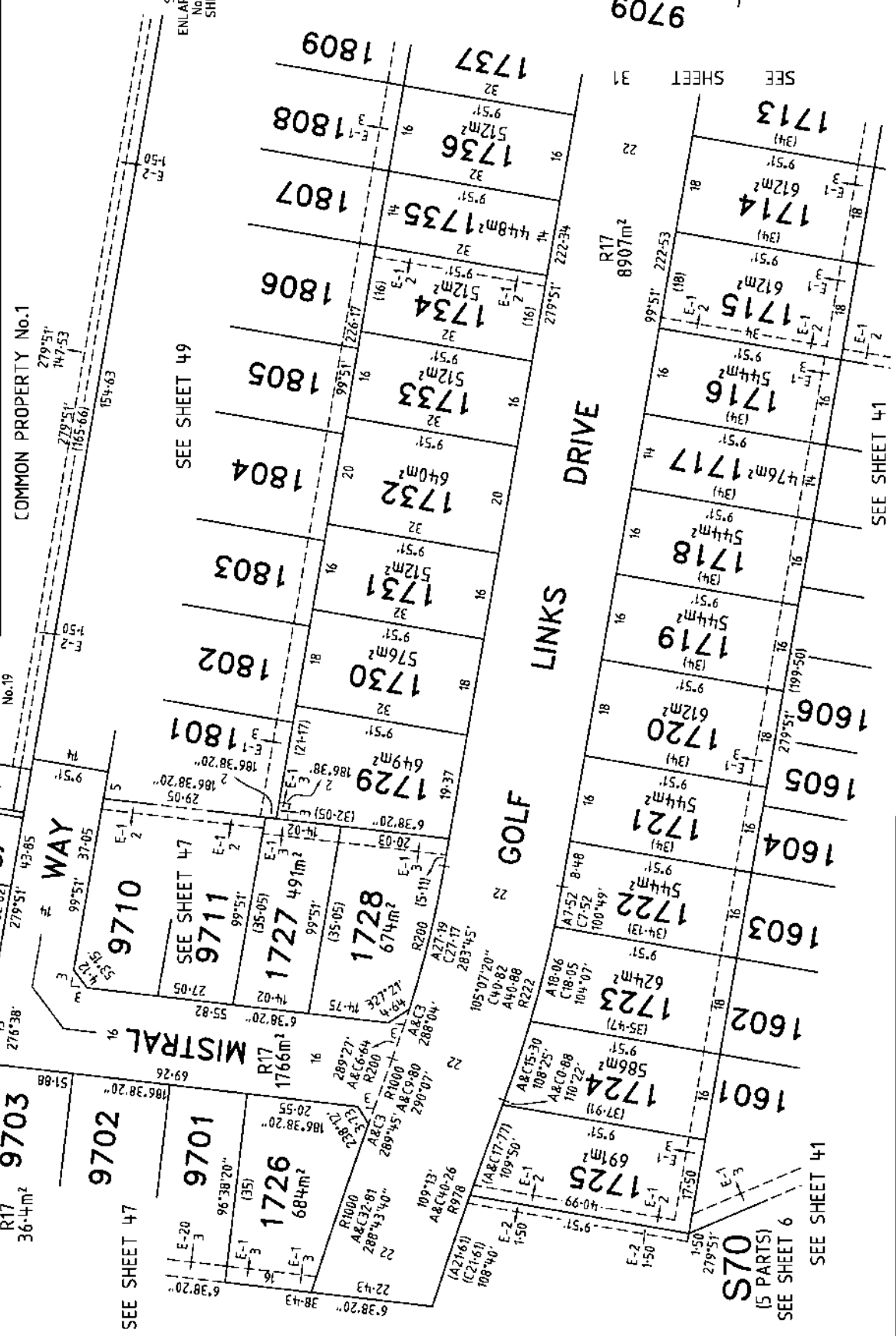
Plan Number  
**PS 617320S**

**PLAN OF SUBDIVISION**

**SERENITY PLACE**  
R17 36.4m<sup>2</sup>  
**9703**



COMMON PROPERTY No.1  
SEE ENLARGEMENT No.1 ON SHEET 6



SEE SHEET 47

SEE SHEET 47

SEE SHEET 47

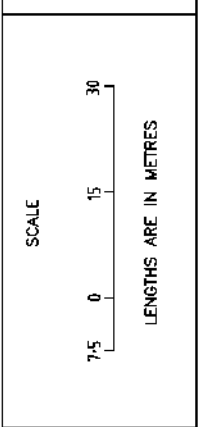
SEE SHEET 47

SEE SHEET 47

SEE SHEET 47

Sheet 30

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



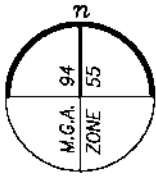
SCALE SHEET SIZE  
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**MANDALAY**

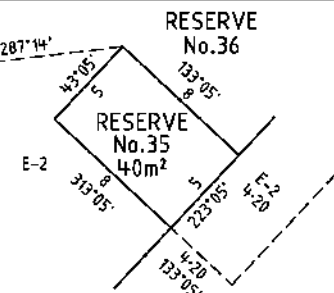
**Bosco Jonson Pty Ltd**  
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16 Eastern Road South Melbourne  
Vic 3205 Australia  
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# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

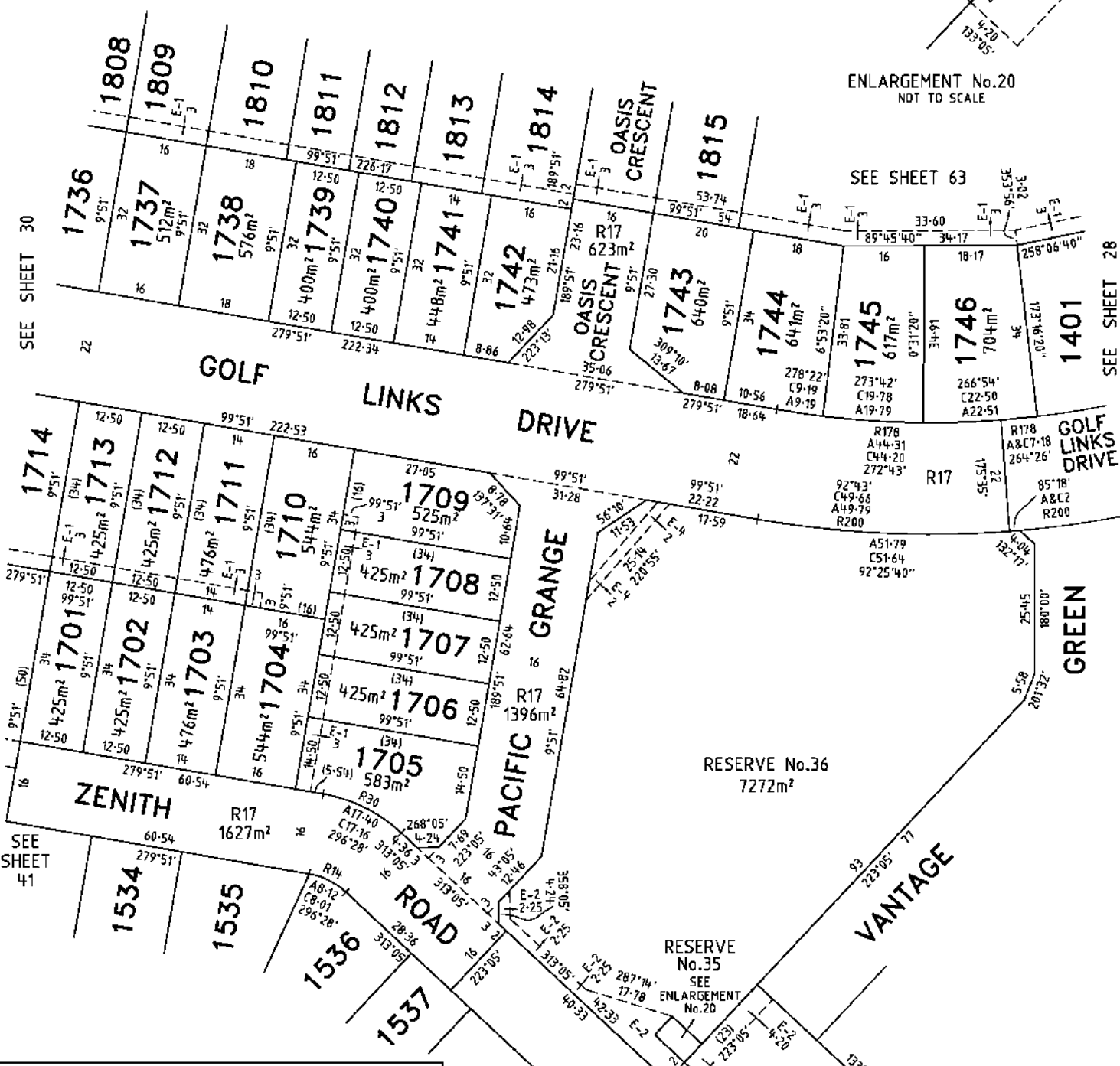


SEE SHEET 49



ENLARGEMENT No.20  
NOT TO SCALE

SEE SHEET 63



SEE SHEET 30

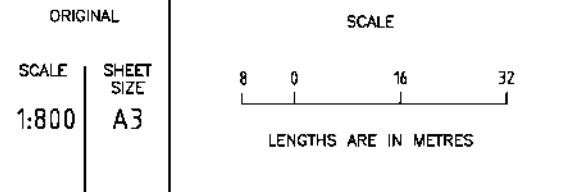
SEE SHEET 28

SEE SHEET 41

SEE SHEET 32

SEE SHEET 28

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 Vic 3205 Australia  
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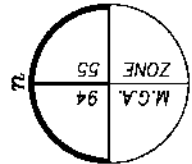


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
 SIGNATURE DIGITALLY SIGNED DATE / /  
 REF 24610333 15/05/18 VERSION A  
 DWG 2461035EA

Sheet 31

Plan Number  
**PS 617320S**

# PLAN OF SUBDIVISION

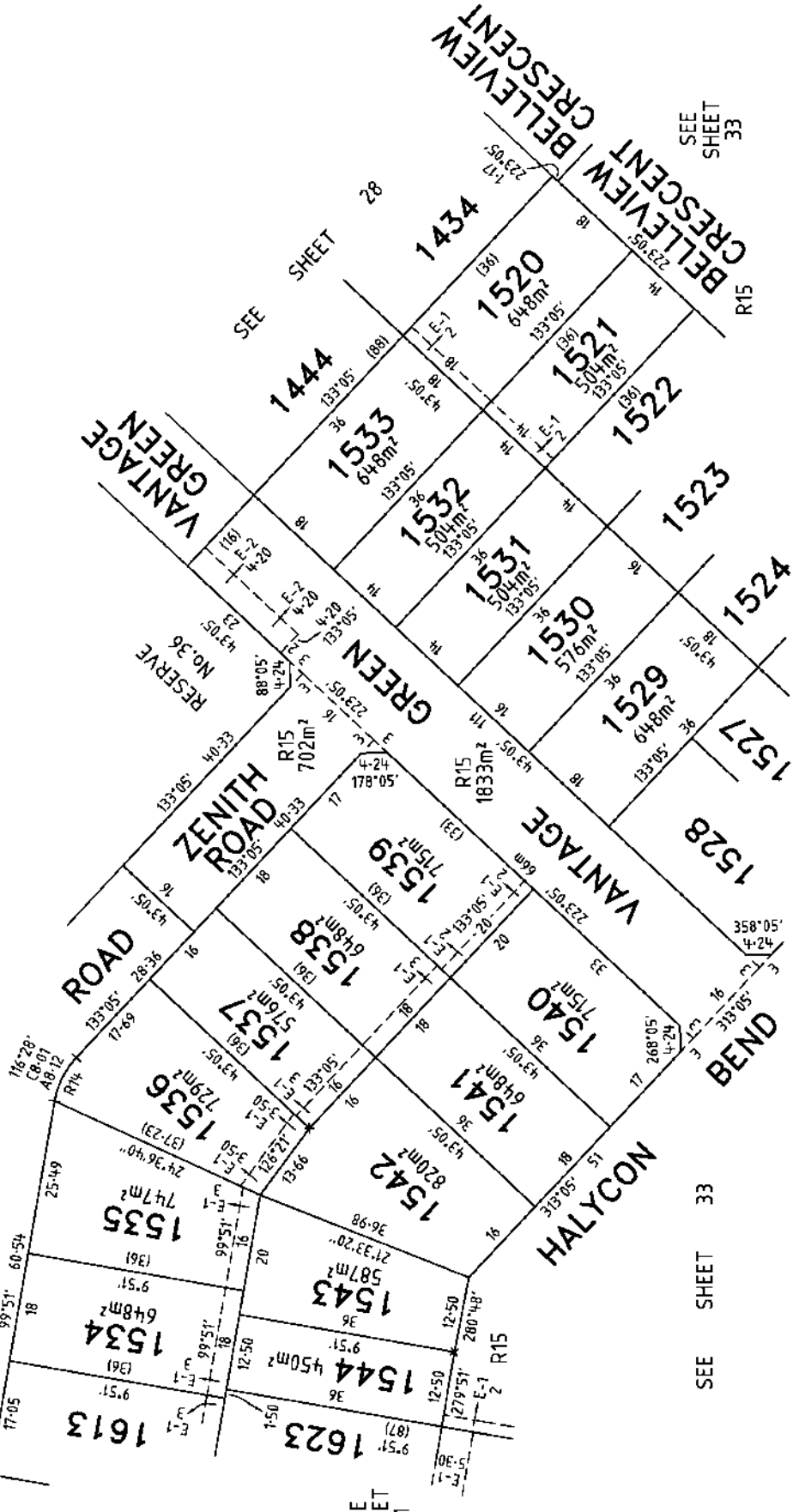


SEE SHEET 41

10.70  
15.30  
189.51' (50)

SEE SHEET 31

ZENITH ROAD



SEE SHEET 33

SEE SHEET 33

MANDALAY



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

ORIGINAL

SCALE 1:750  
 SHEET SIZE A3

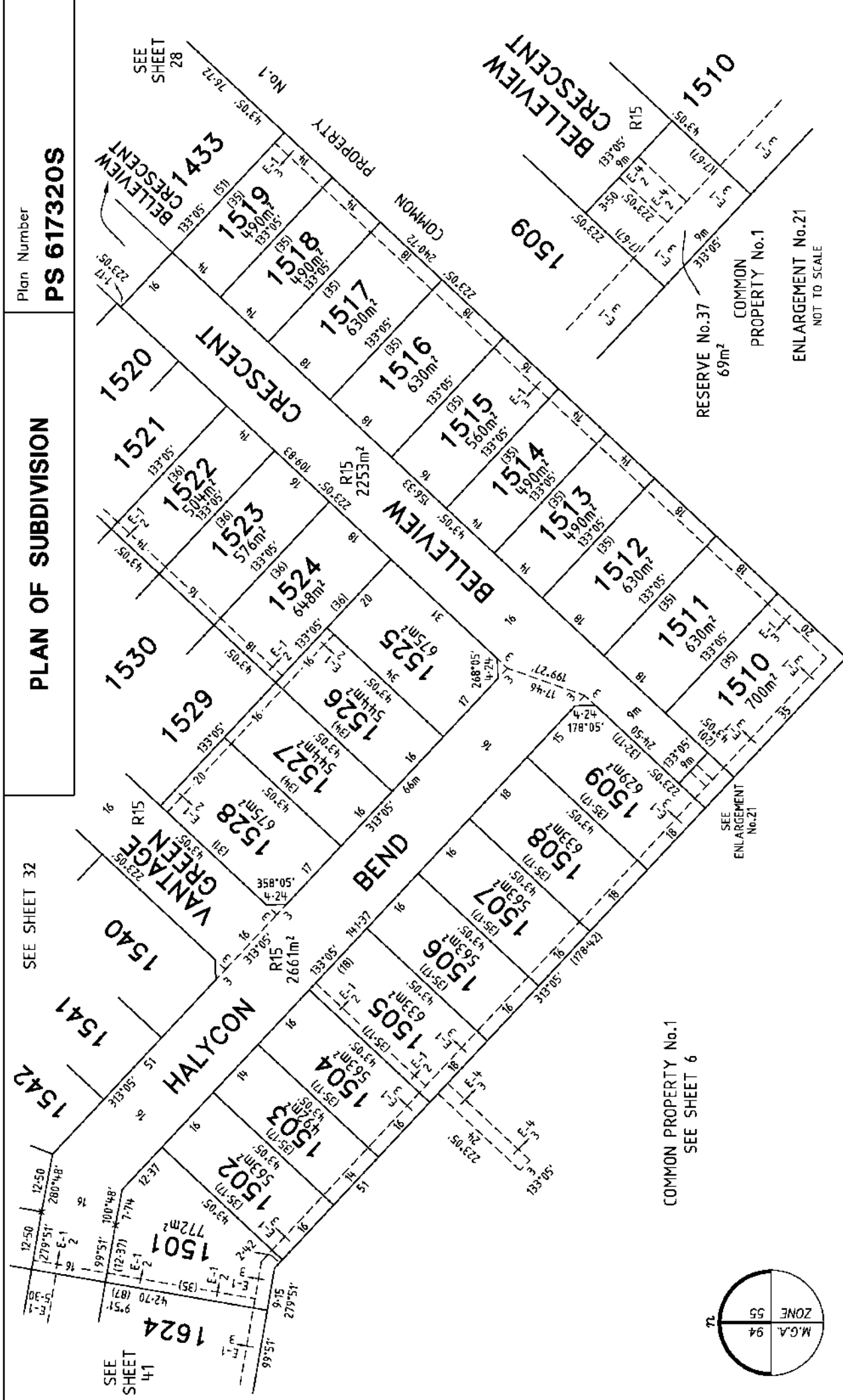
SCALE



LENGTHS ARE IN METRES

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

Sheet 32



Plan Number  
**PS 617320S**

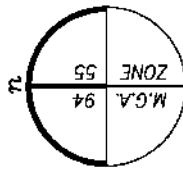
**PLAN OF SUBDIVISION**

SEE SHEET 32

SEE SHEET 28

SEE SHEET 41

COMMON PROPERTY No.1  
SEE SHEET 6



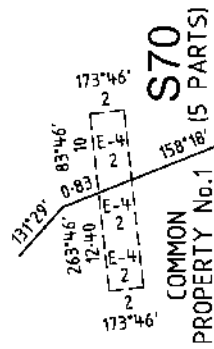
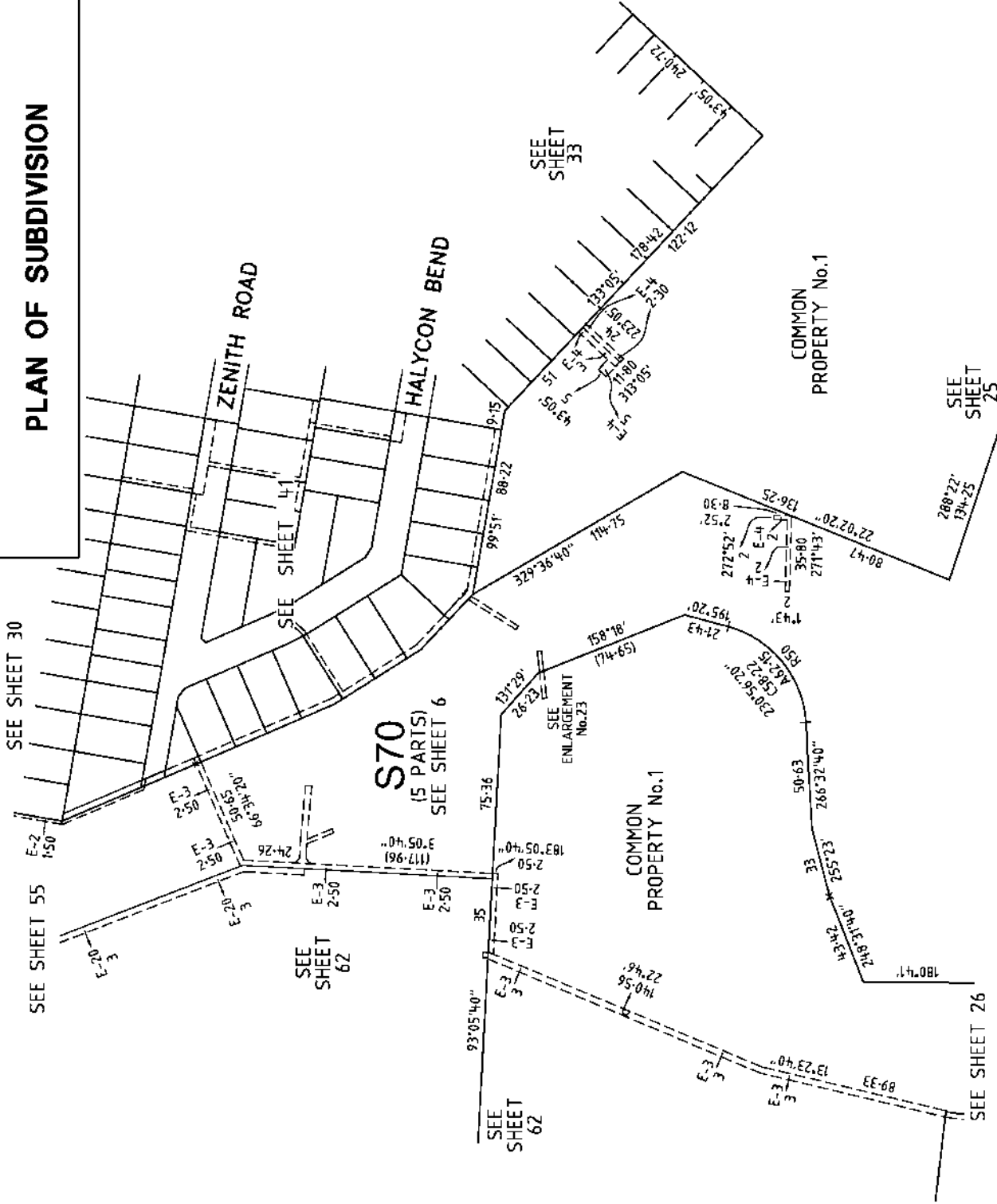
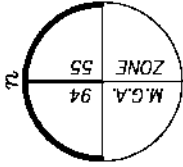
RESERVE No.37  
69m<sup>2</sup>  
COMMON  
PROPERTY No.1  
ENLARGEMENT No.21  
NOT TO SCALE

<p><b>MANDALAY</b></p> <p><b>Bosco Jonson Pty Ltd</b>          ALB.N 15 169 138 827          P.O. Box 5075, South Melbourne, Vic 3205          16 Eastern Road South Melbourne          Vic 3205 Australia          Tel 03) 9699 1400 Fax 03) 9699 5992</p>	<p>ORIGINAL</p> <p>SCALE 1:750 SHEET SIZE A3</p>	<p>SCALE</p> <p>7.5 0 15 30</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS</p> <p>SIGNATURE ..... DATE / /</p> <p>REF 24610333 DWG 2461035EA</p> <p>15/05/18 VERSION A</p>	<p>Sheet 33</p>
	<p>SEE SHEET 32</p>			<p>SEE SHEET 28</p>

# PLAN OF SUBDIVISION

Plan Number

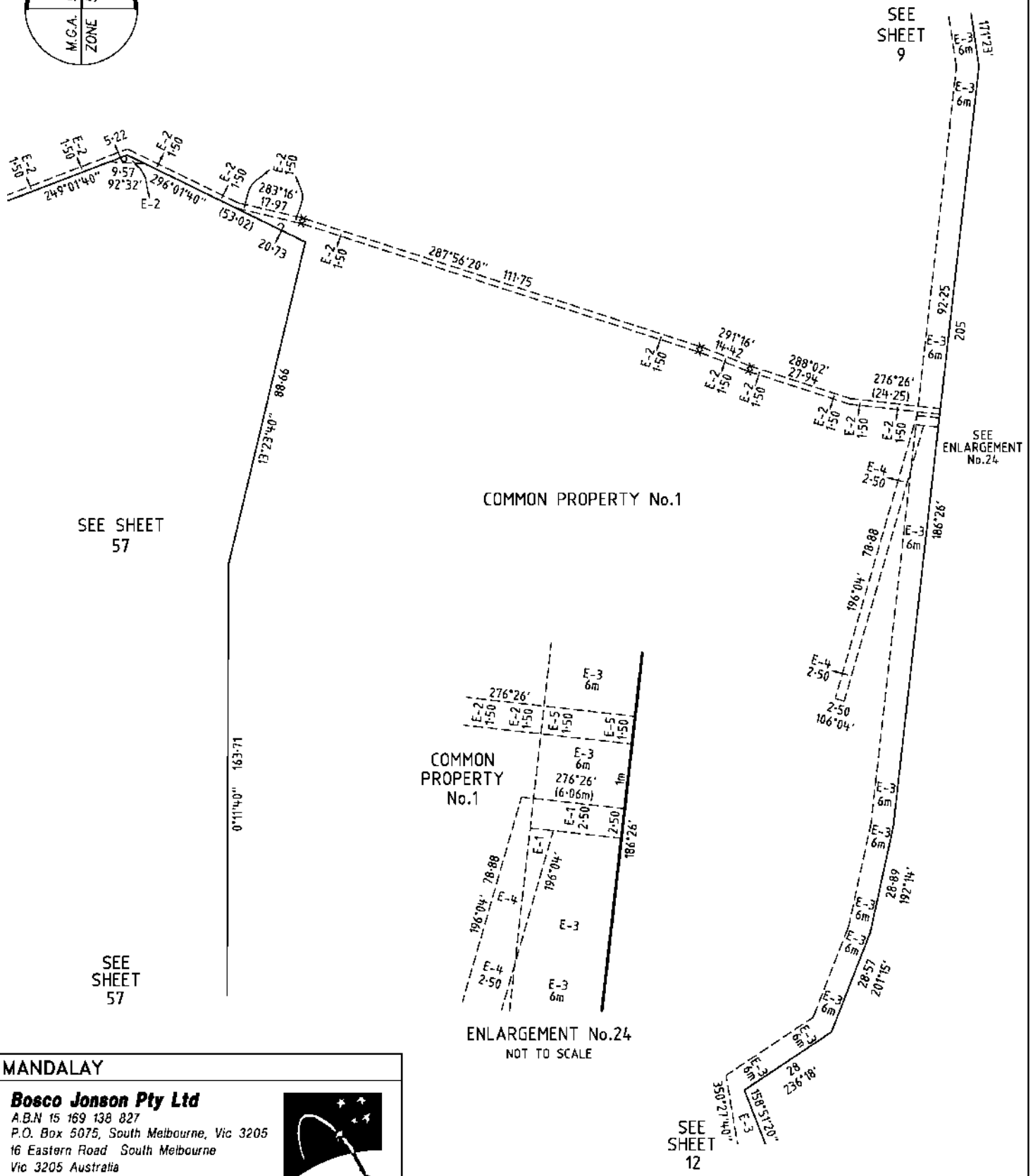
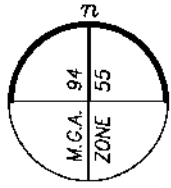
## PS 617320S



<b>MANDALAY</b> <b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL	SCALE 1:2000	SHEET SIZE A3
	SCALE 20 0 40 80 LENGTHS ARE IN METRES		
LICENSED SURVEYOR (PRINT) SIGNATURE	GREGORY STUART WILLIAMS DIGITALLY SIGNED	DATE	VERSION A
REF 24610333 DWG 2461035EA	15/05/18		
Sheet 34			

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



## MANDALAY

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 Vic 3205 Australia  
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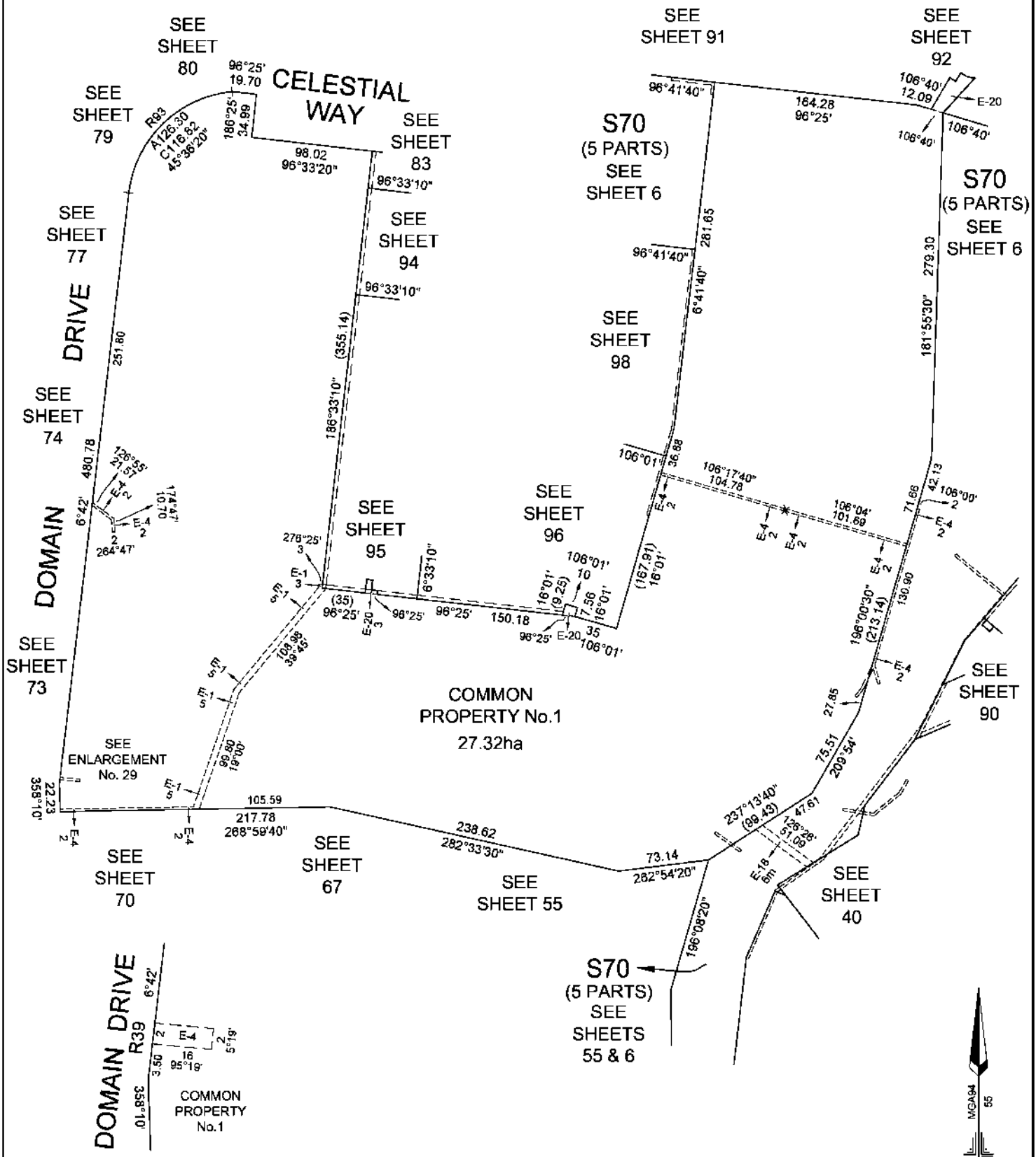
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SCALE	SHEET SIZE	10 0 20 40	
1:1000	A3	LENGTHS ARE IN METRES	

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


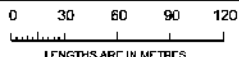
Sheet 35

# PLAN OF SUBDIVISION

# PS 617320S

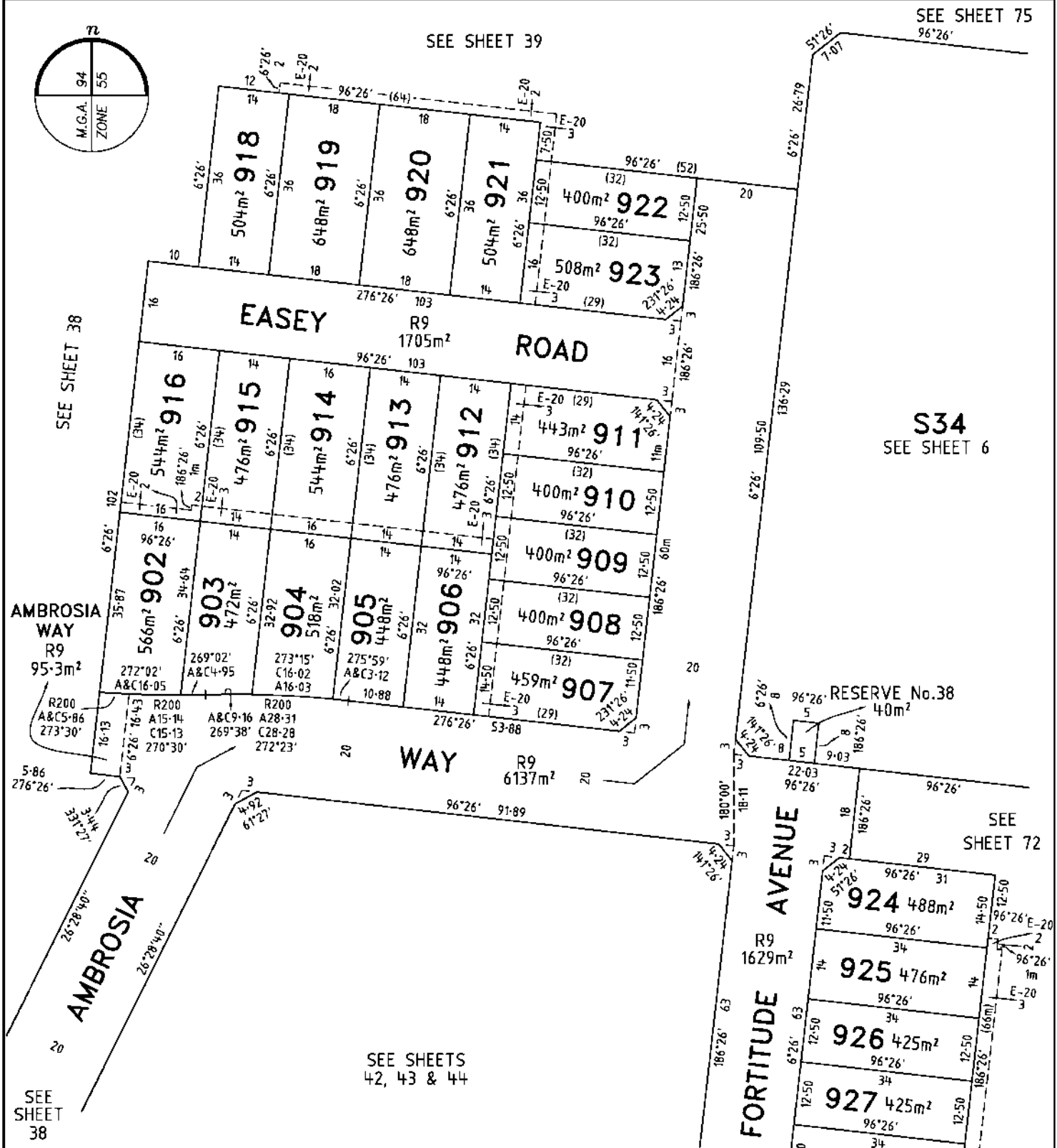
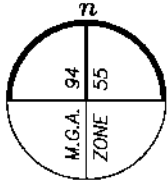


ENLARGEMENT No.29  
NOT TO SCALE

<p>MANDALAY</p>  <p><b>Lyssna Group Pty Ltd</b> ABN 18 618 811 191 PO Box 1098, South Melbourne 3205 Suits 3, 102 Dodde Street Southbank VIC 3006 Australia</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:3000</p>	 <p>LENGTHS ARE IN METRES</p>
	<p>DATE: 01/08/2024 DRAWING: CM0053AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 36</p>

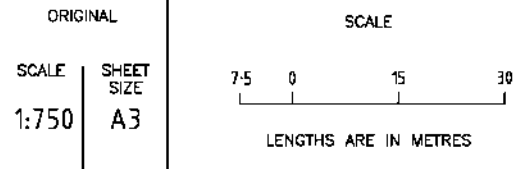
# PLAN OF SUBDIVISION

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



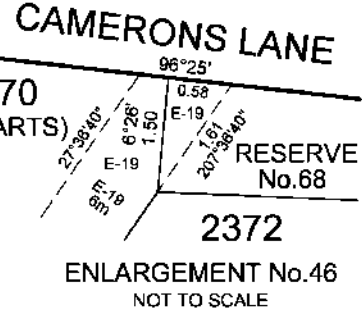
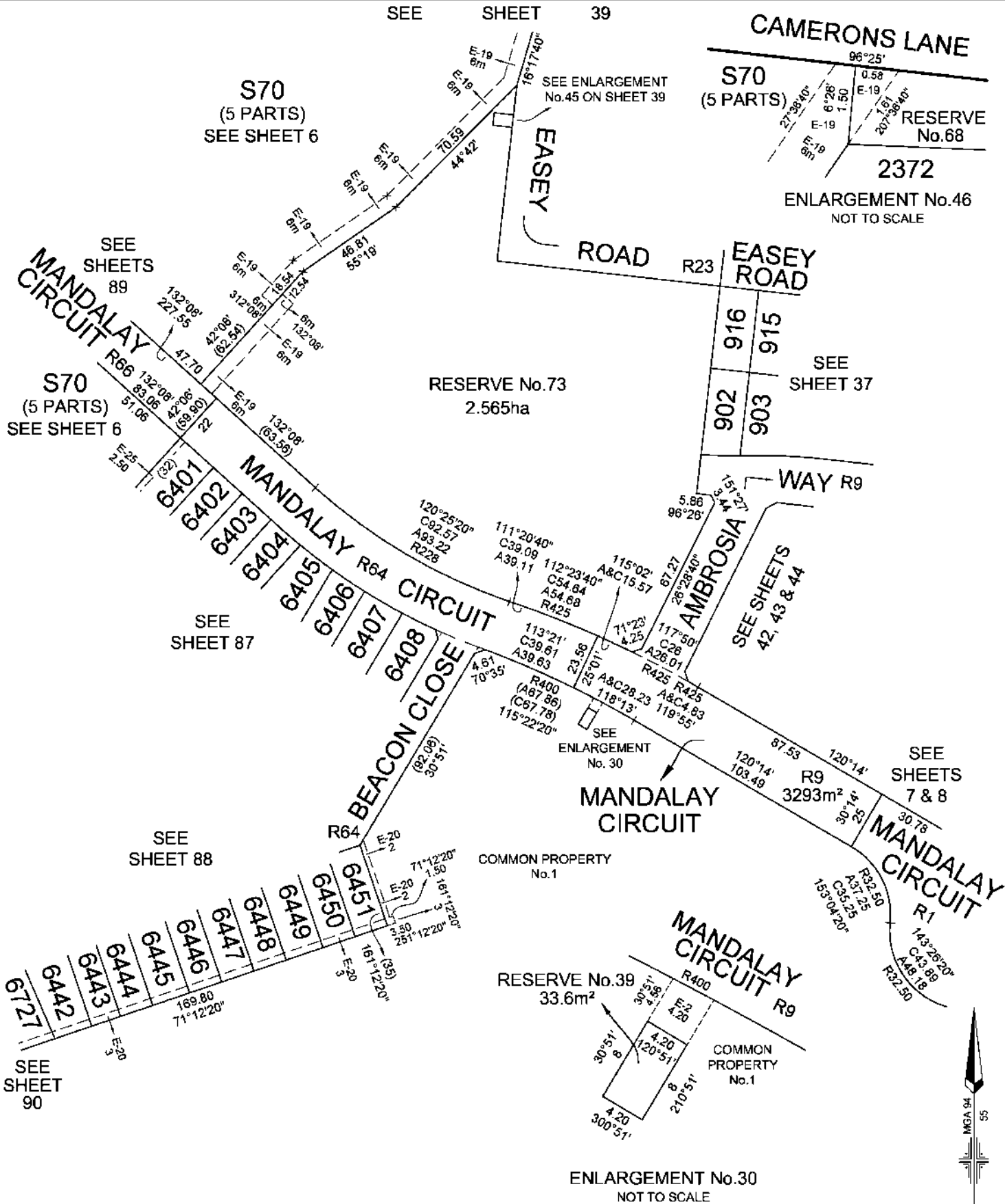
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
 SIGNATURE . . . . . DATE / /  
 REF 24610333 15/05/18 VERSION A  
 DWG 2461035EA

Sheet 37

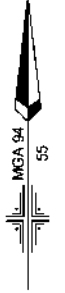
# PLAN OF SUBDIVISION


PS 617320S

SEE SHEET 39



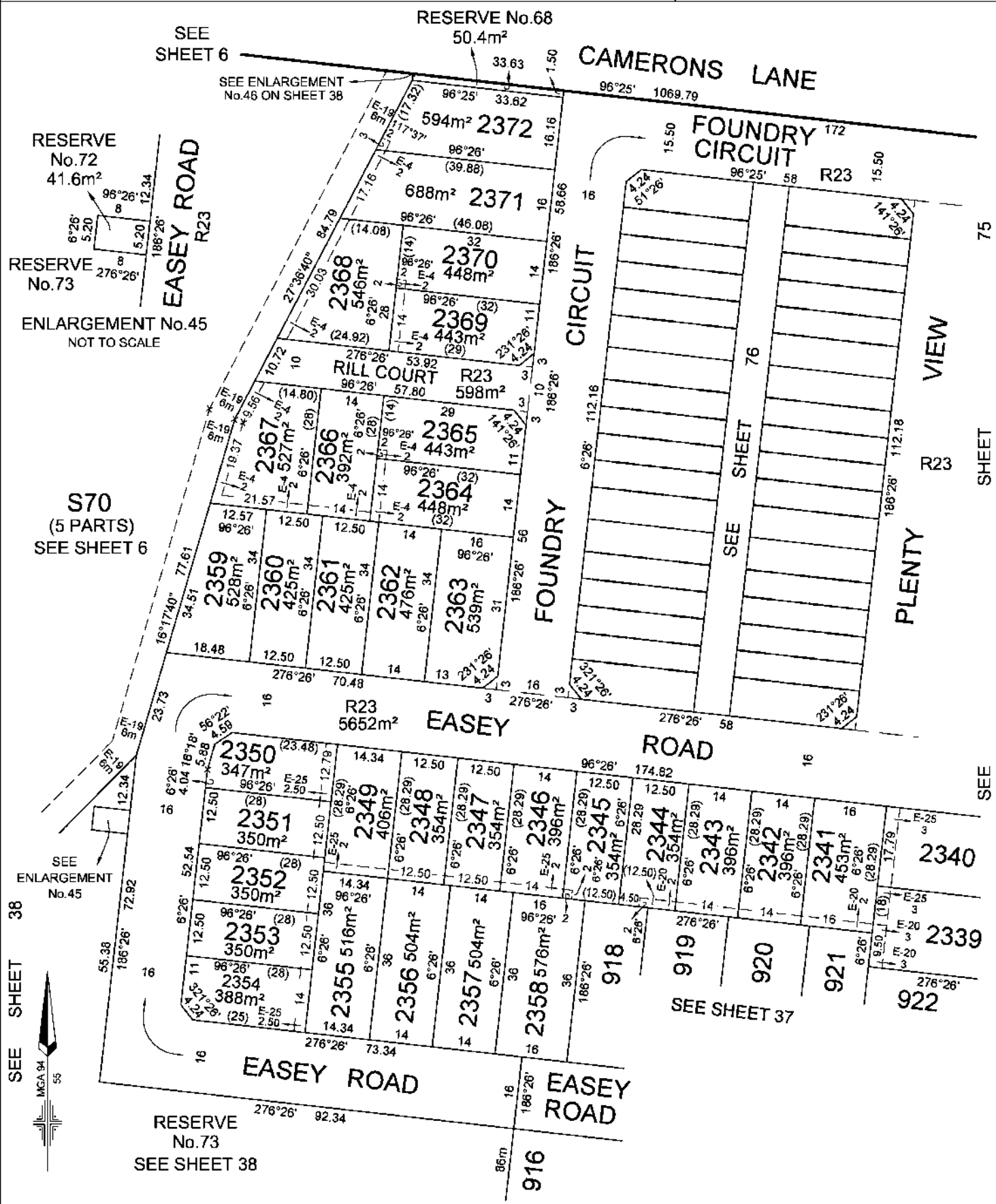
ENLARGEMENT No.30  
NOT TO SCALE



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE: 1:1500	0 15 30 45 60 LENGTHS ARE IN METRES
 <p><b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1088, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>DATE: 01/08/24 REFERENCE: AA0015 DRAWING: CM0053AA DRAWN BY: BA</p>	ORIGINAL SHEET SIZE: A3 SHEET 38	

# PLAN OF SUBDIVISION

PS 617320S

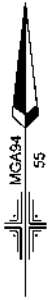


	LICENSED SURVEYOR: ANDREW J. REAY		SCALE: 1:800	<p>LENGTHS ARE IN METRES</p>
	DATE: 01/08/24 DRAWING: CMO053AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 39	

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

# PLAN OF SUBDIVISION

# PS 617320S



SEE SHEET 90

SEE SHEET 36

COMMON PROPERTY No.1

**S70**  
(5 PARTS)

6715

SEE SHEET 55


SEE ENLARGEMENT  
No.35 ON SHEET 47

COMMON PROPERTY No.1

SEE SHEET 47

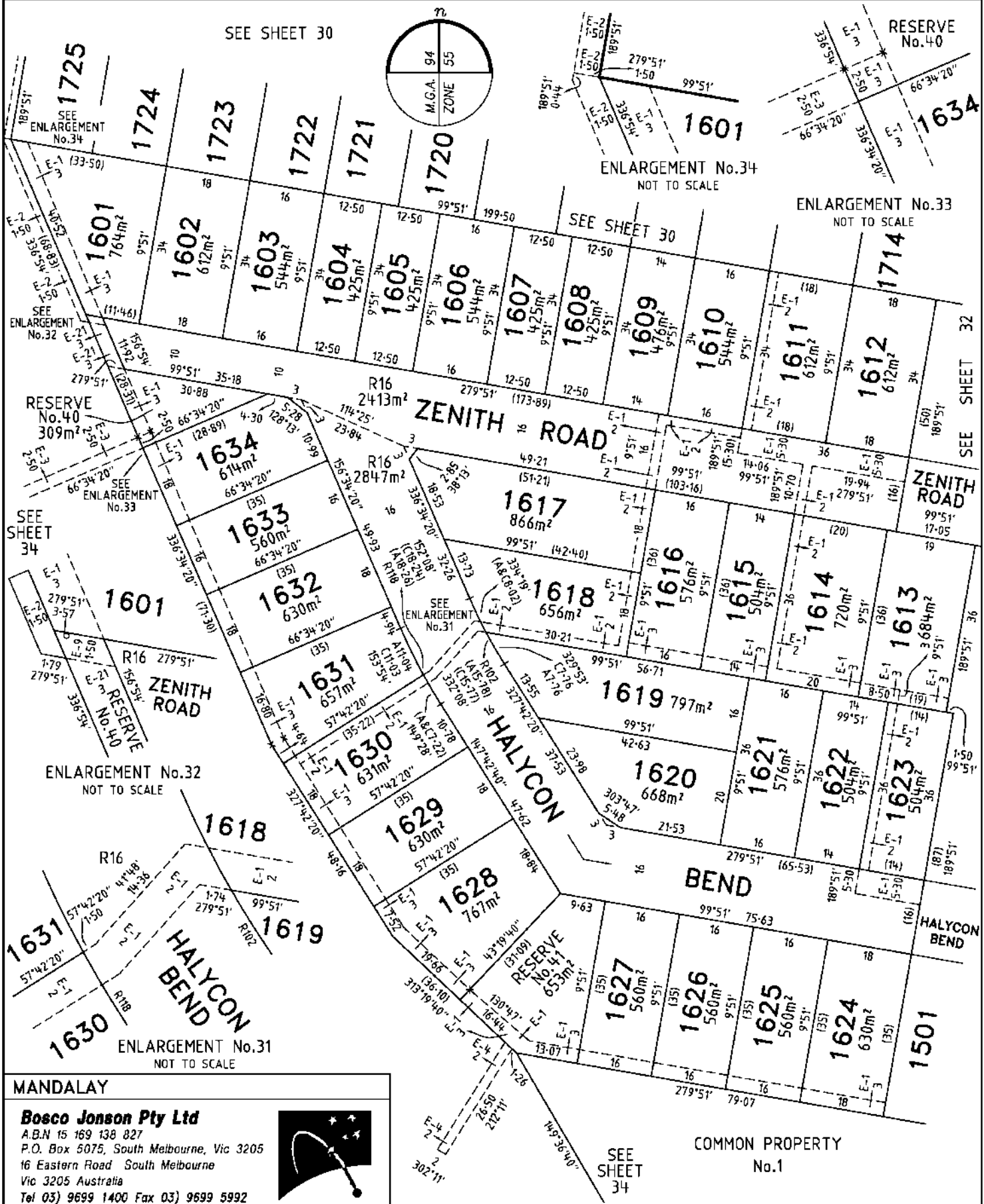
3027

9707

MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
 <p><b>Lyssna Group Pty Ltd</b>                  ABN 18 616 811 197                  Tel: +61 3 9516 6899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia                  lyssnagroup.com</p>	DATE: 01/08/2024      REFERENCE: AA0015 DRAWING: CM0053AA      DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 40	

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



**MANDALAY**

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

COMMON PROPERTY No.1

SEE SHEET 34

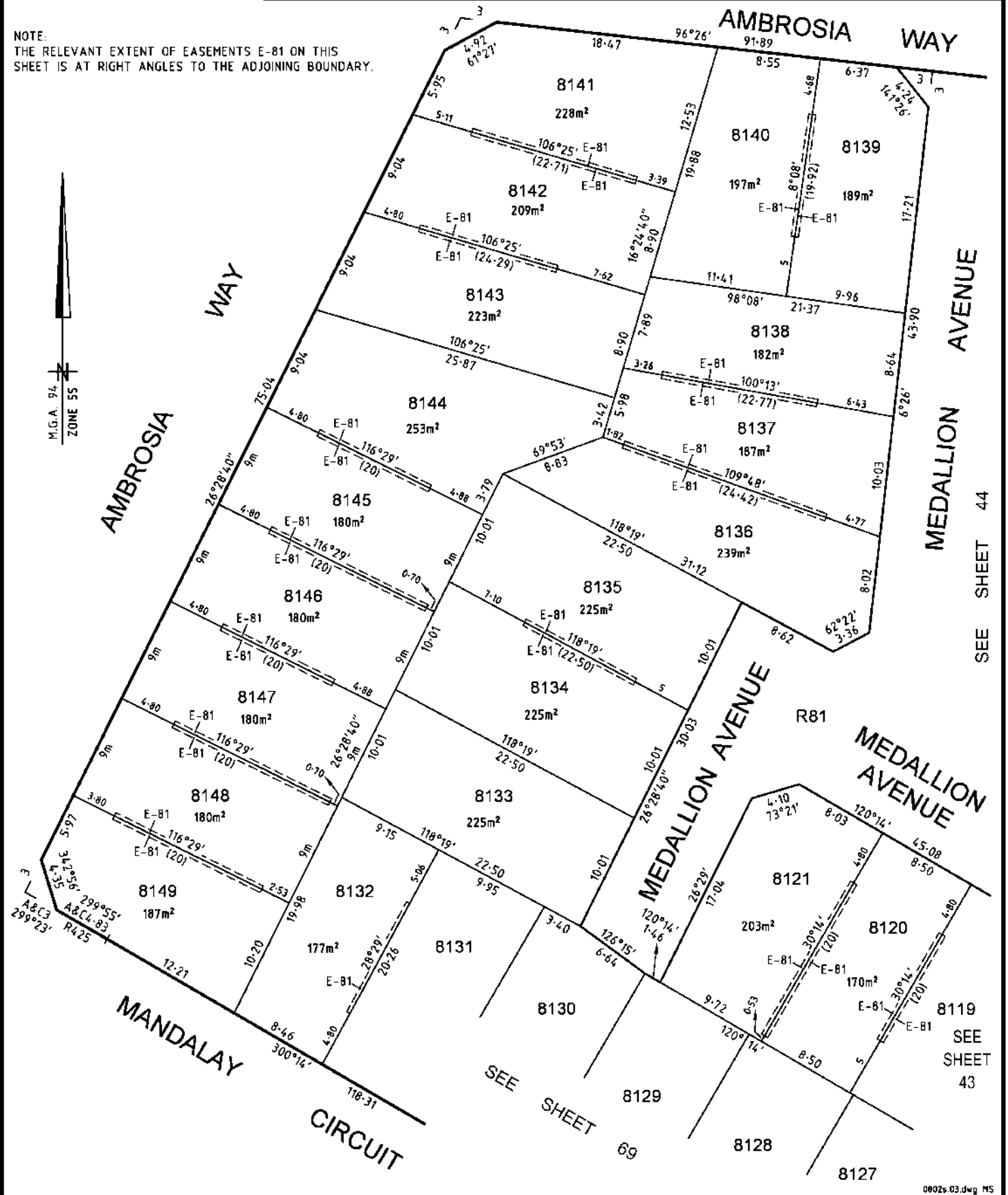
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
 SIGNATURE DIGITALLY SIGNED DATE / /  
 REF 24610333 15/05/18 VERSION A  
 DWG 2461035EA

Sheet 41

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS 617320S**

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



SEE SHEET 44

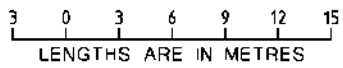
SEE SHEET 43

0802s-03.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901

**SCALE**



ORIGINAL  
SCALE  
1:300

SHEET 42

ORIGINAL SHEET SIZE A3

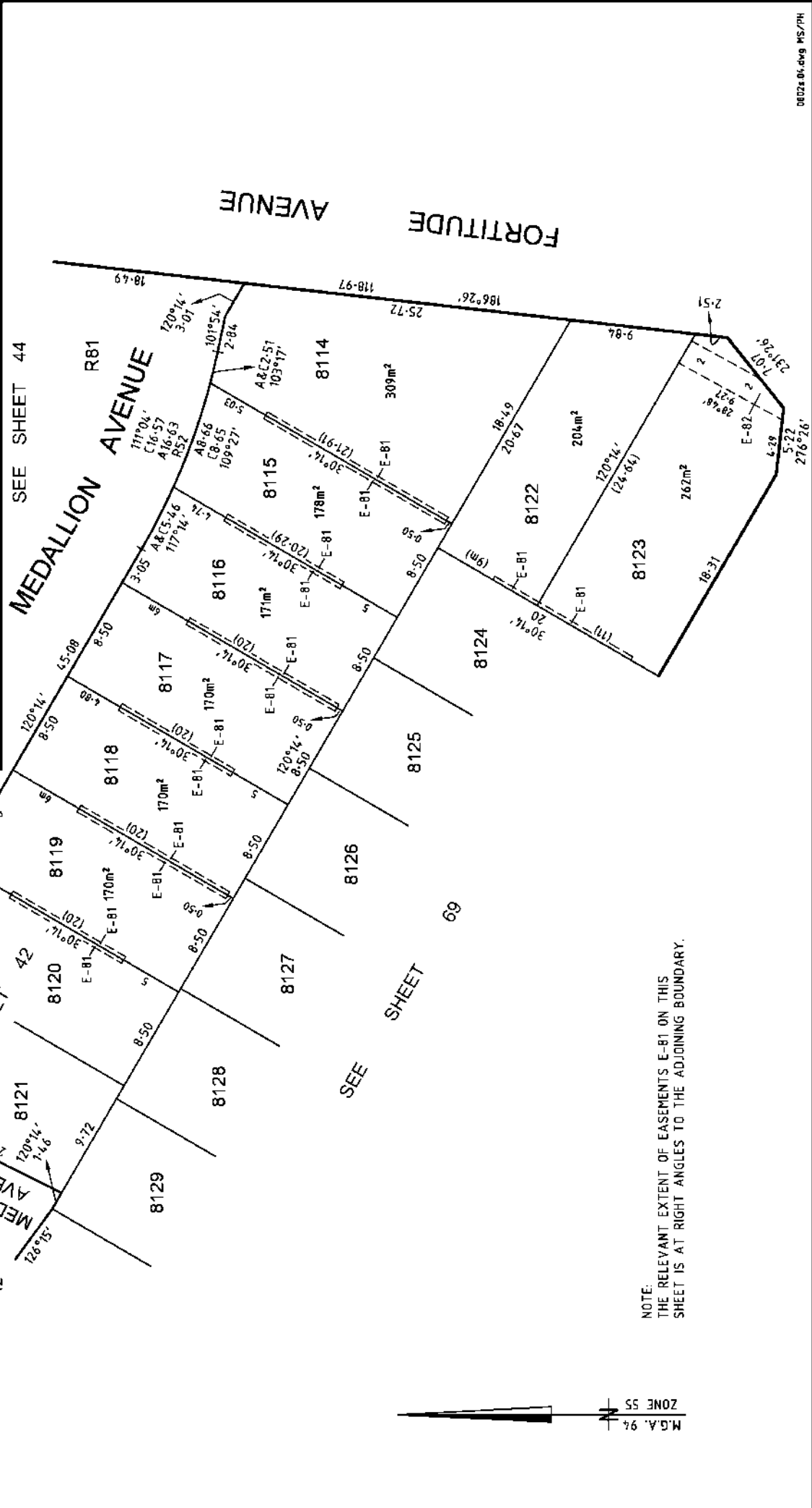
DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s

VERSION K

# PLAN OF SUBDIVISION PS 617320S

PLAN NUMBER  
**PS 617320S**



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

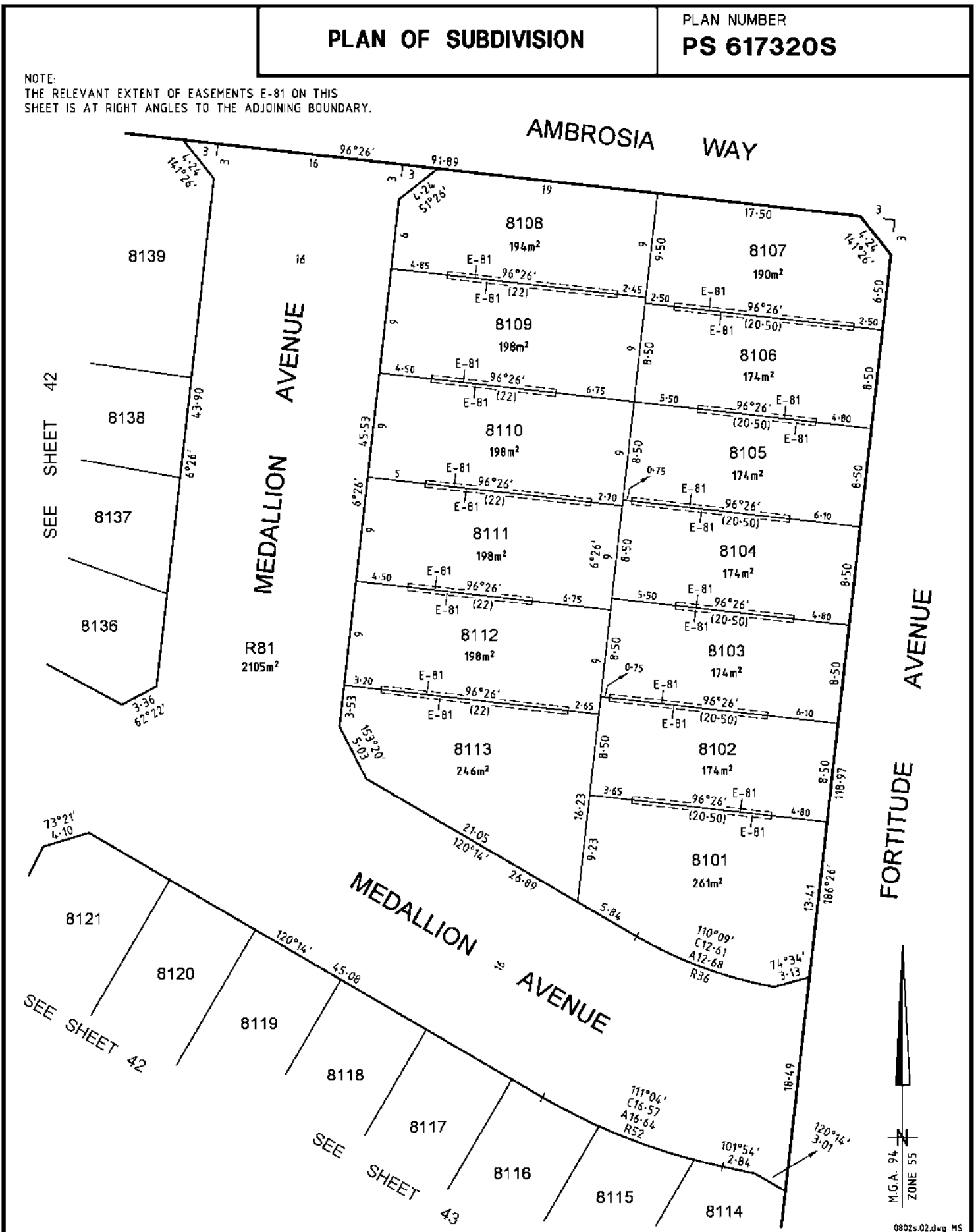
M.G.A. 94  
ZONE 55

<p>0802s 0f.dwg MS/PH</p> <p>SHEET 43</p> <p>ORIGINAL SHEET SIZE A3</p>	<p>DIGITALLY SIGNED BY LICENSED SURVEYOR: .....</p> <p>REF 0802S</p> <p>VERSION K</p>
<p>ORIGINAL SCALE 1:300</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>
<p><b>SMEC</b></p> <p>Melbourne Survey T 9869 0813 F 9869 0901</p>	


**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS 617320S**

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



0802s-02.dwg MS



**SMC**  
Melbourne Survey T 9869 0813 F 9869 0901

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

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF **0802s** VERSION **K**

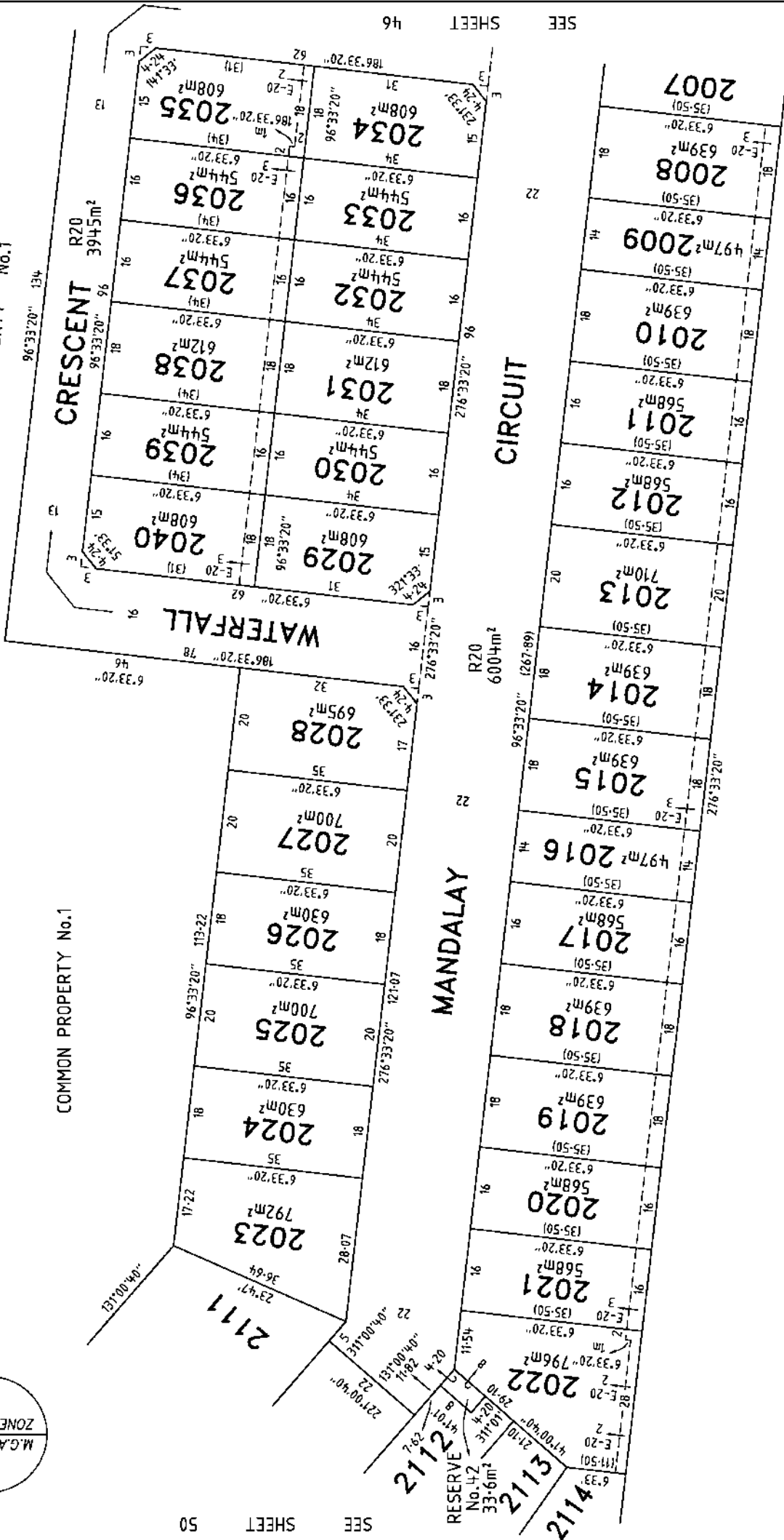
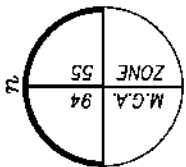
ORIGINAL SCALE 1:300	SHEET 44
	ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

COMMON PROPERTY No.1

COMMON PROPERTY No.1

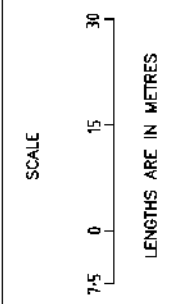


SEE SHEET 46

SEE SHEET 50

Sheet 45

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



ORIGINAL SCALE SHEET SIZE  
 1:750 A3

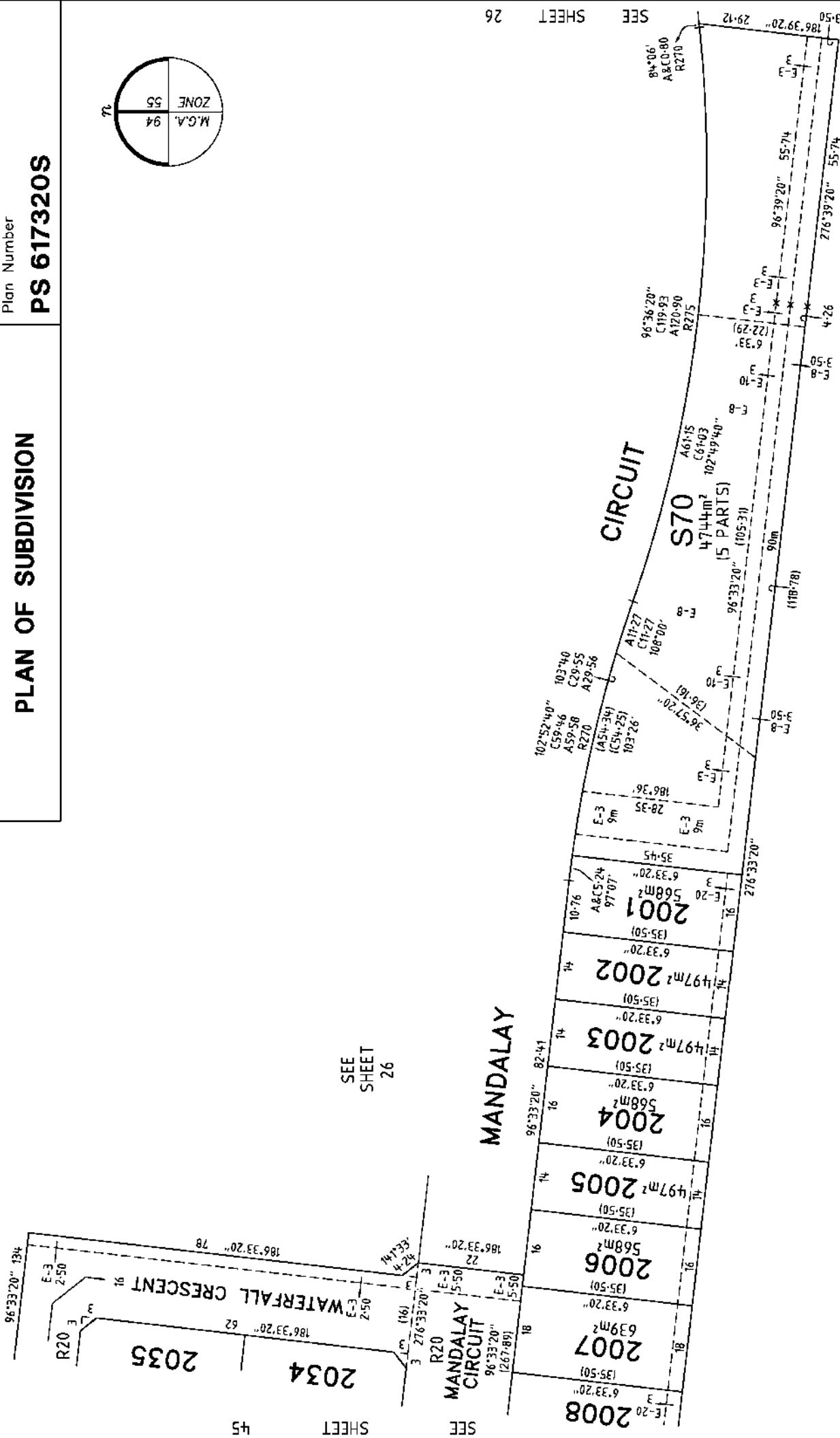
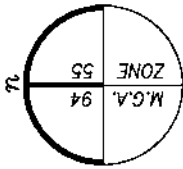


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# PLAN OF SUBDIVISION

Plan Number

**PS 617320S**



SEE SHEET 26

MANDALAY

MANDALAY CIRCULAR

CIRCUIT

S70

4744m² (5 PARTS)

S77

1024940m²

MANDALAY



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ORIGINAL

SCALE 1:750  
 SHEET SIZE A3

SCALE



LENGTHS ARE IN METRES

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

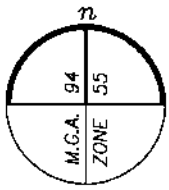
Sheet 46

SEE SHEET 26

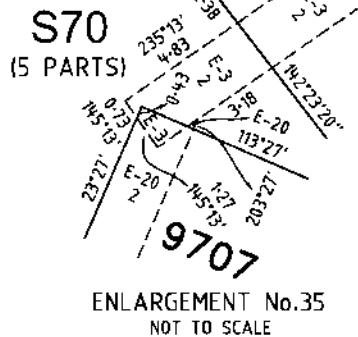
SEE SHEET 45

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET 36 & 40

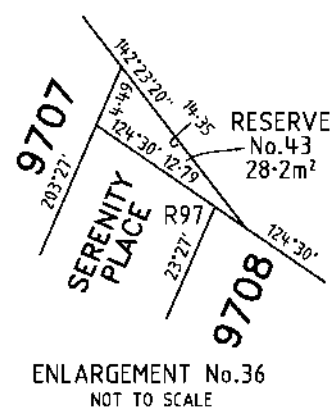


**S70**  
(5 PARTS)  
SEE SHEET 6

COMMON PROPERTY  
No.1  
SEE SHEET 30

SEE SHEET 49

SEE SHEET 30



**MANDALAY**

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Vic 3205 Australia  
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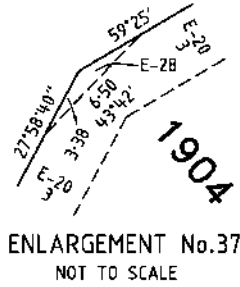
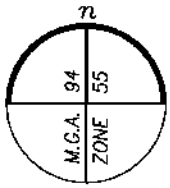
ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

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

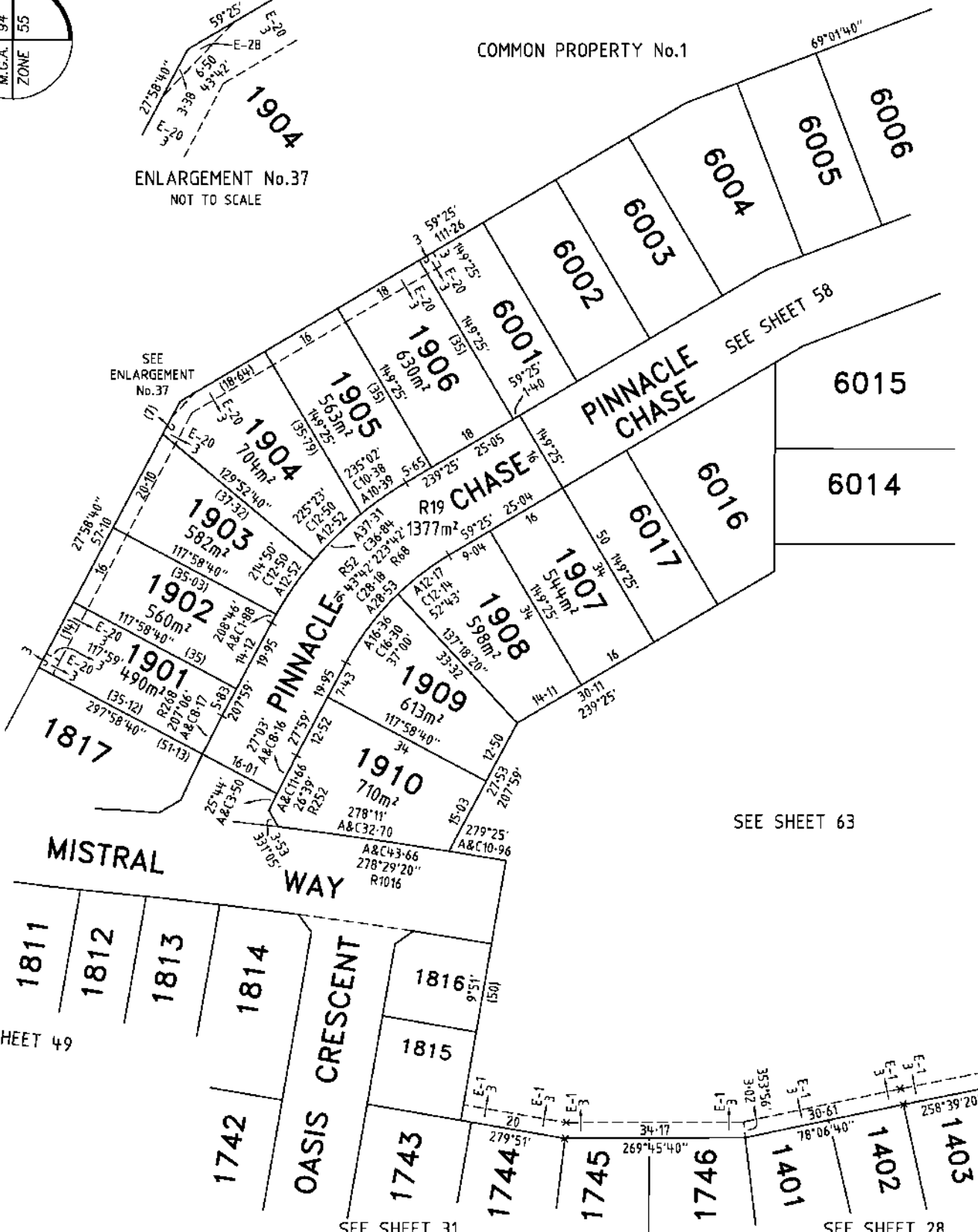
Sheet 47

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



SEE SHEET 63

SEE SHEET 49

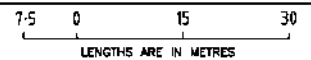
SEE SHEET 31

SEE SHEET 28

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



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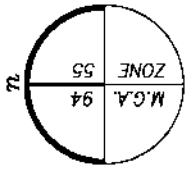
DATE 15/05/18  
 VERSION A

REFERENCE 24610333  
 DRAWING 2461035EA

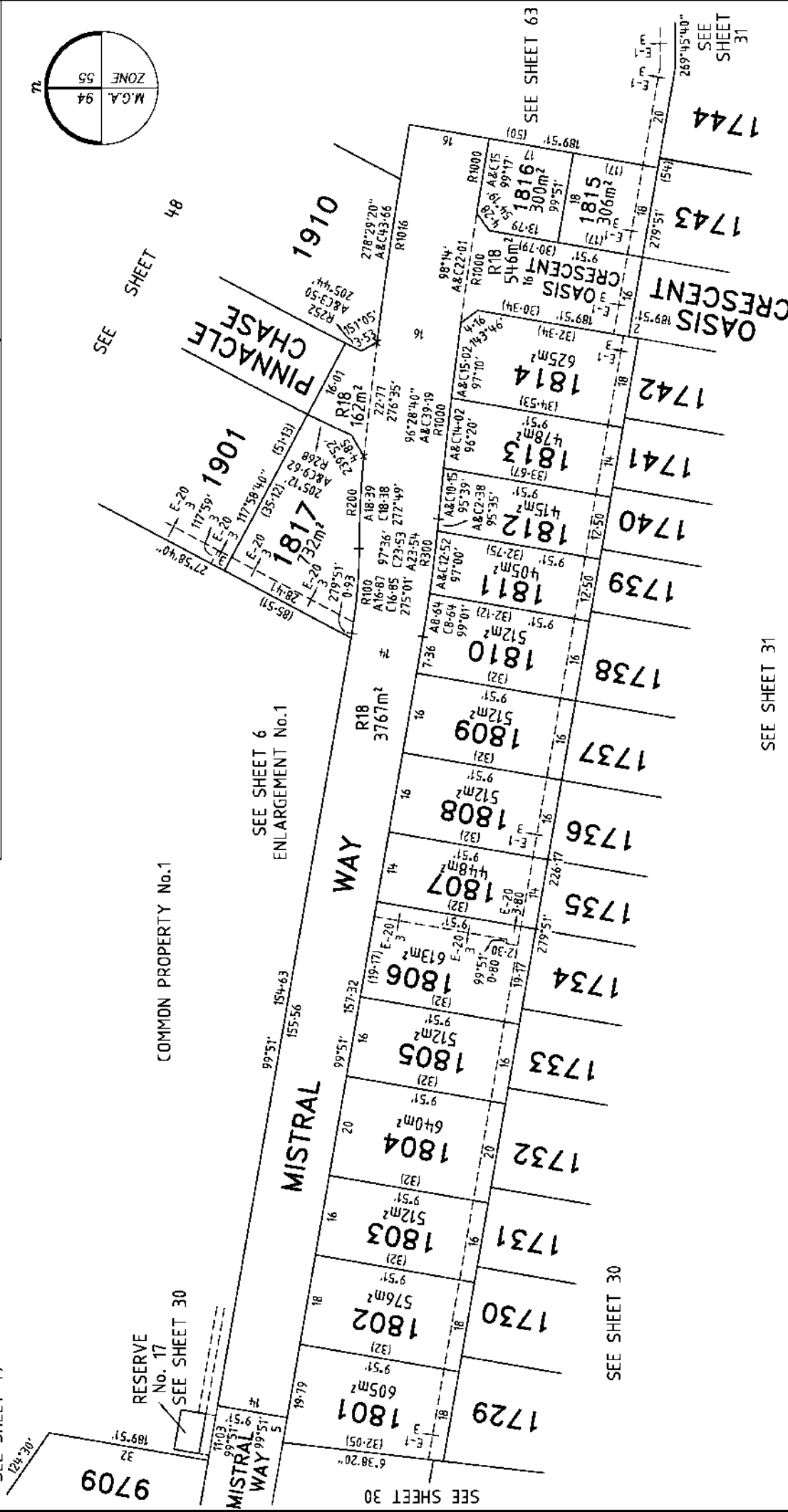
ORIGINAL SHEET SIZE A3  
 SHEET 48

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**



SEE SHEET 47



9709

RESERVE No. 17

SEE SHEET 30

SEE SHEET 6 ENLARGEMENT No. 1

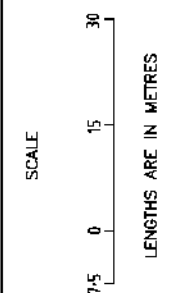
SEE SHEET 30

SEE SHEET 30

SEE SHEET 31

Sheet 49

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



ORIGINAL SCALE SHEET SIZE  
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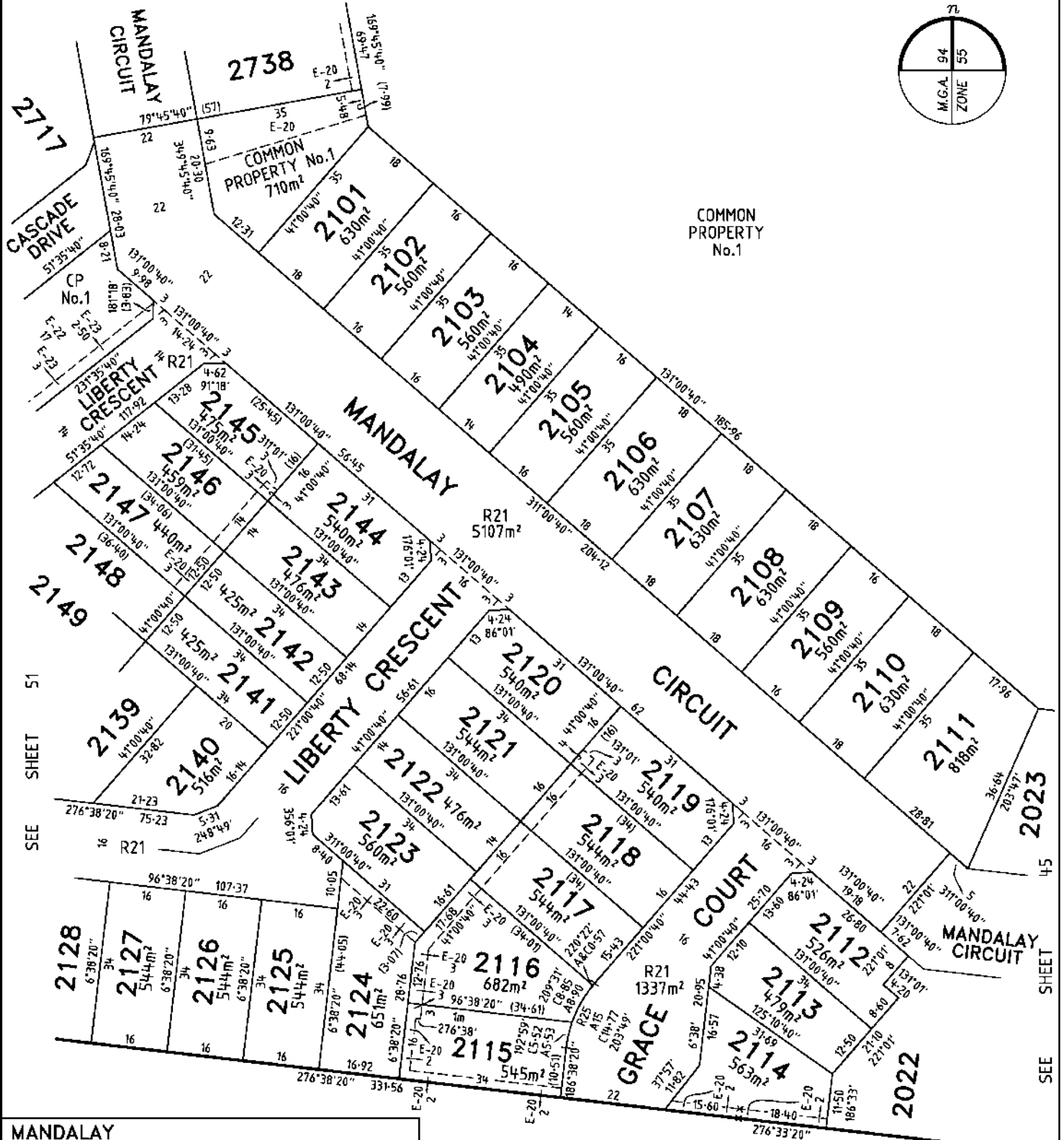
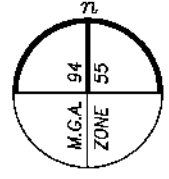
**MANDALAY**

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# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

SEE SHEET 53



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

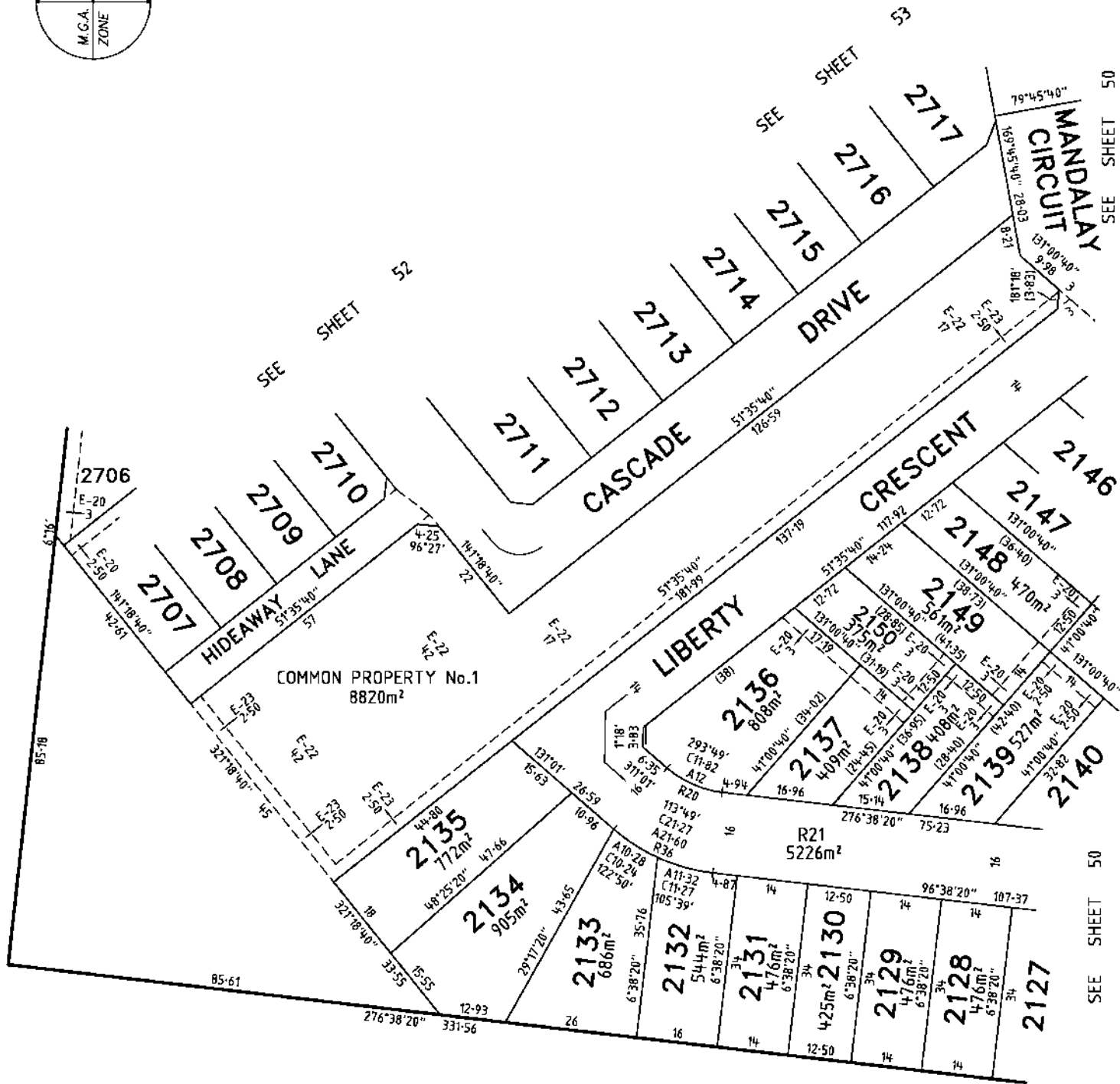
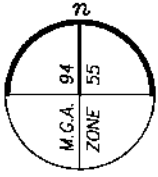
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
SIGNATURE . . . . . DATE / /  
REF 24610333 15/05/18 VERSION A  
DWG 2461035EA

Sheet 50

SEE SHEET 45

# PLAN OF SUBDIVISION

Plan Number  
**PS 617320S**

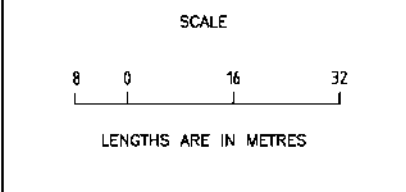


COMMON PROPERTY No.1  
8820m<sup>2</sup>

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 Vic 3205 Australia  
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ORIGINAL	SCALE
SCALE	SHEET SIZE
1:800	A3



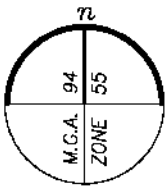
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS  
 SIGNATURE . . . . . DATE / /  
 REF 24610333 15/05/18 VERSION A  
 DWG 2461035EA

Sheet 51

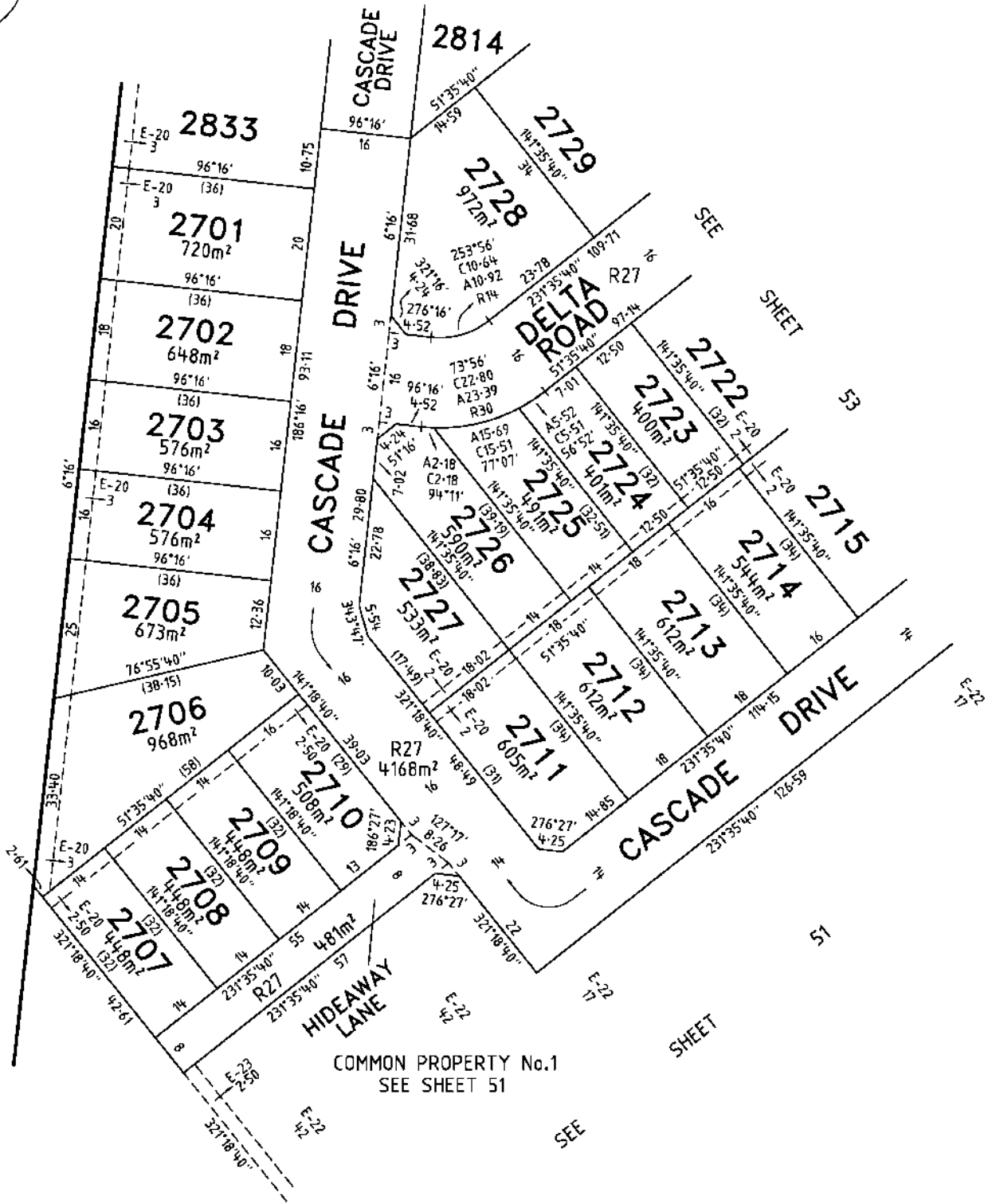
SEE SHEET 50  
SEE SHEET 50  
SEE SHEET 50

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



COMMON PROPERTY No.1  
SEE SHEET 51

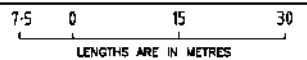
MANDALAY

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:750



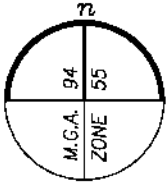
DATE 15/05/18  
VERSION A

REFERENCE 24610333  
DRAWING 2461035EA

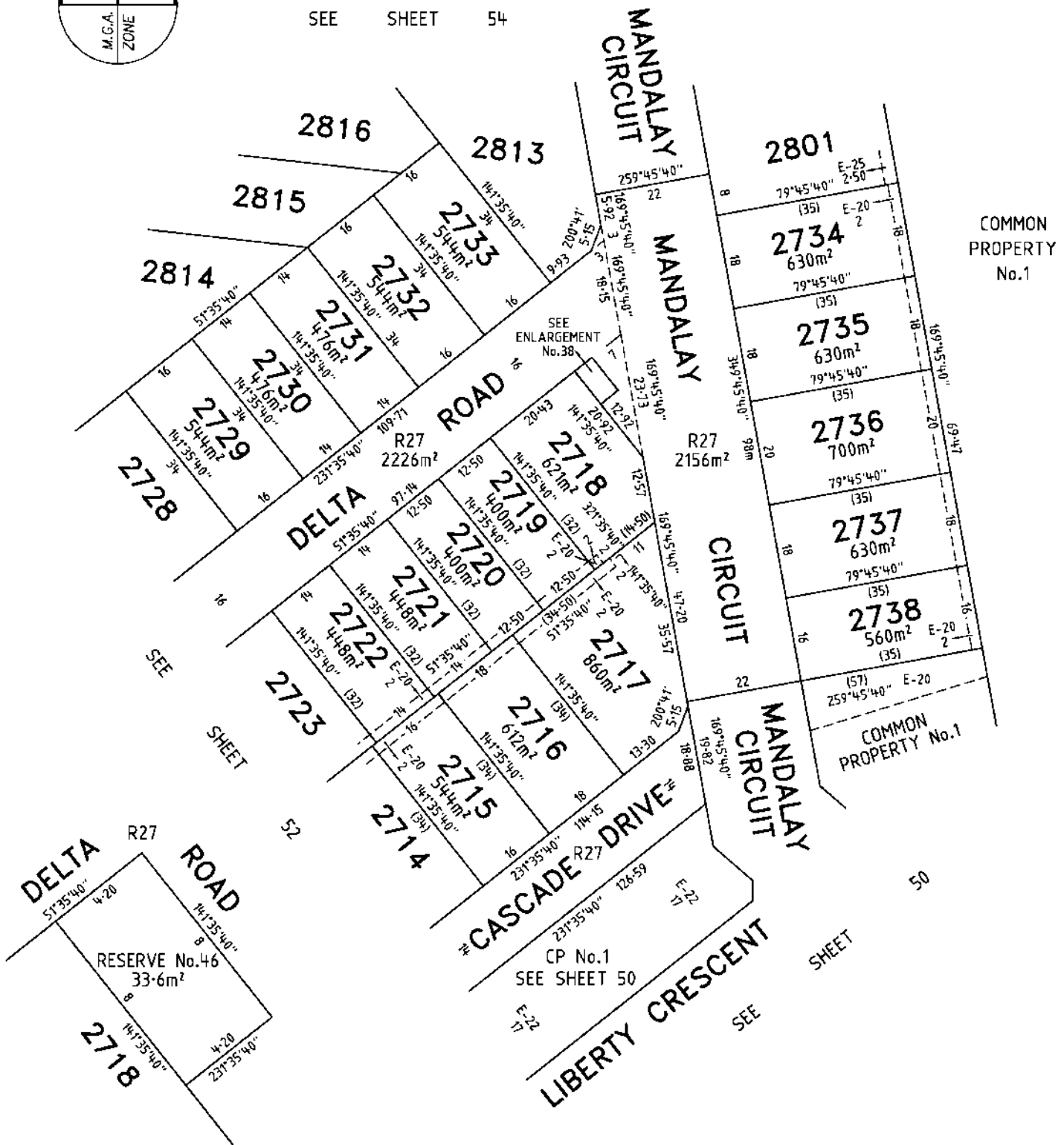
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SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



ENLARGEMENT No.38  
NOT TO SCALE

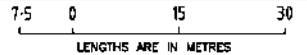
MANDALAY

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:750



DATE 15/05/18  
VERSION A

REFERENCE 24610333  
DRAWING 2461035EA

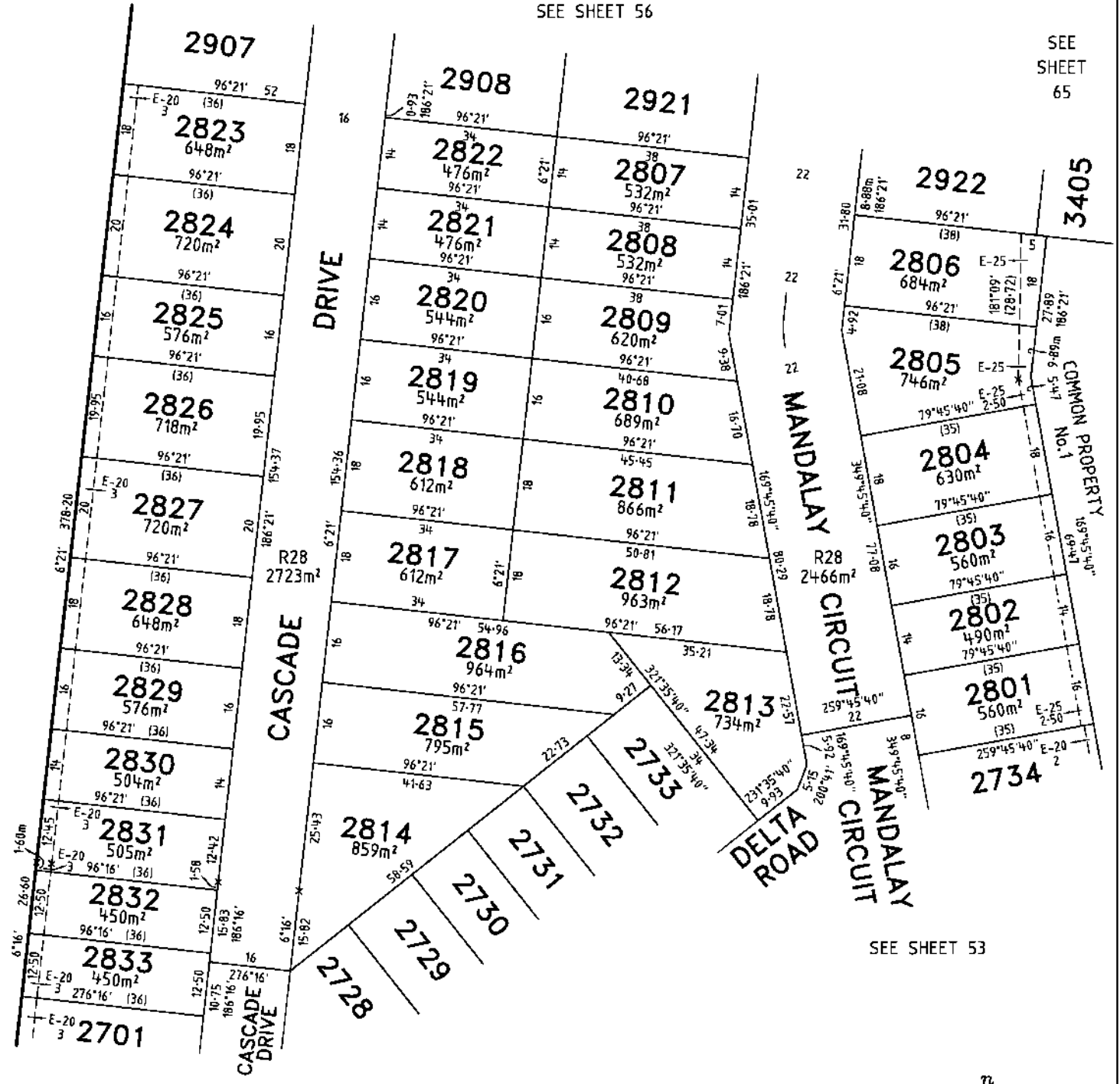
ORIGINAL SHEET SIZE A3  
SHEET 53

PLAN OF SUBDIVISION

PS 617320S

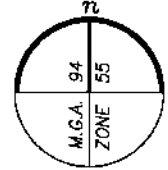
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



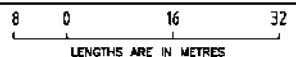
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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:800



DATE 15/05/18  
VERSION A

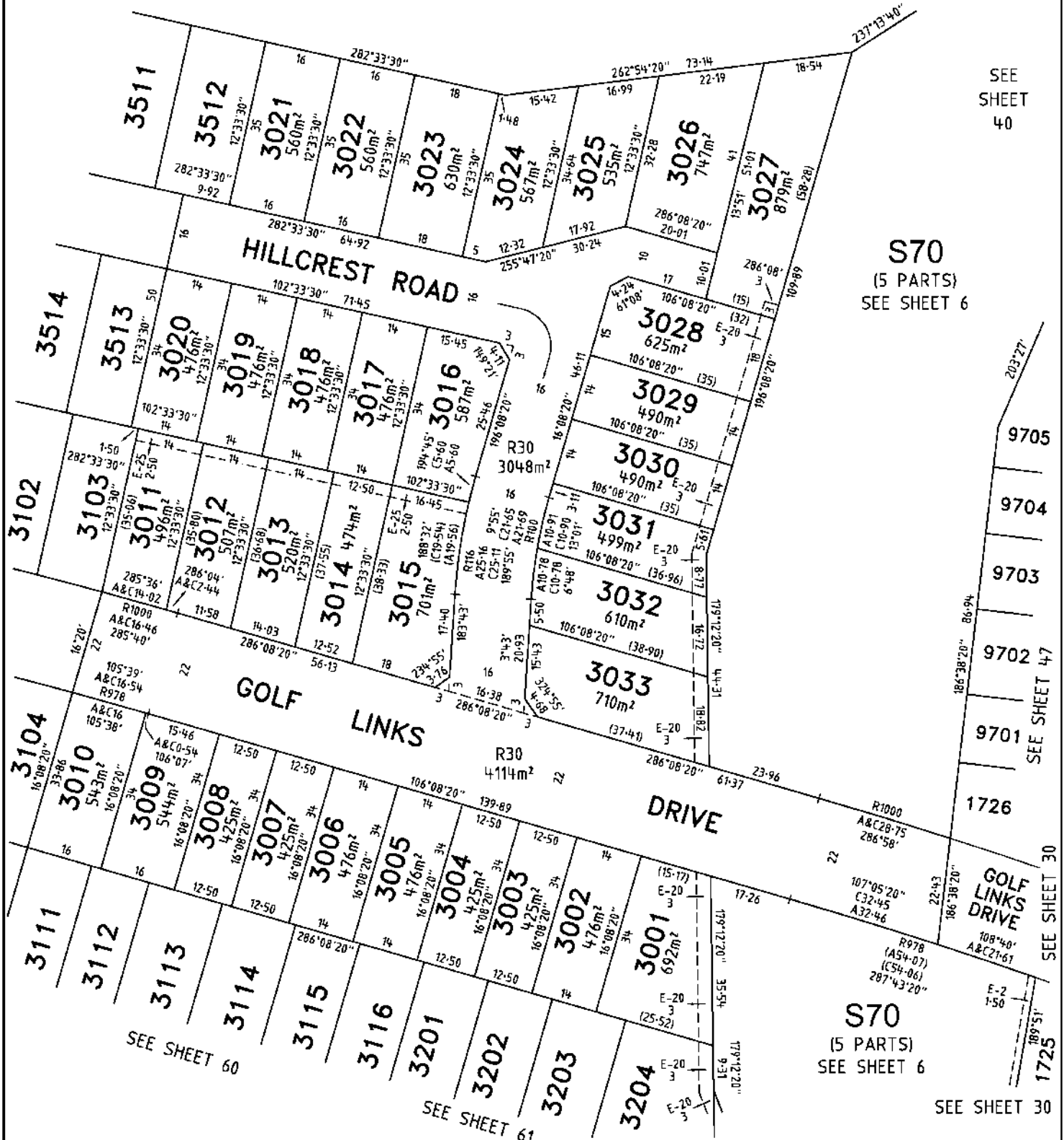
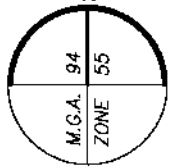
REFERENCE 24610333  
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3  
SHEET 54

**PLAN OF SUBDIVISION**

**PS 617320S**

COMMON PROPERTY No.1  
SEE SHEET 36



SEE SHEET 40

**S70**  
(5 PARTS)  
SEE SHEET 6

9705  
9704  
9703  
9702  
9701  
SEE SHEET 47

1726  
GOLF LINKS DRIVE  
SEE SHEET 30

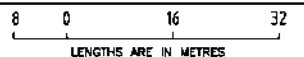
**S70**  
(5 PARTS)  
SEE SHEET 6

SEE SHEET 30

**MANDALAY**

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
**1:800**



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DATE 15/05/18  
VERSION A

REFERENCE 24610333  
DRAWING 2461035EA

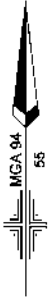
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SHEET 55



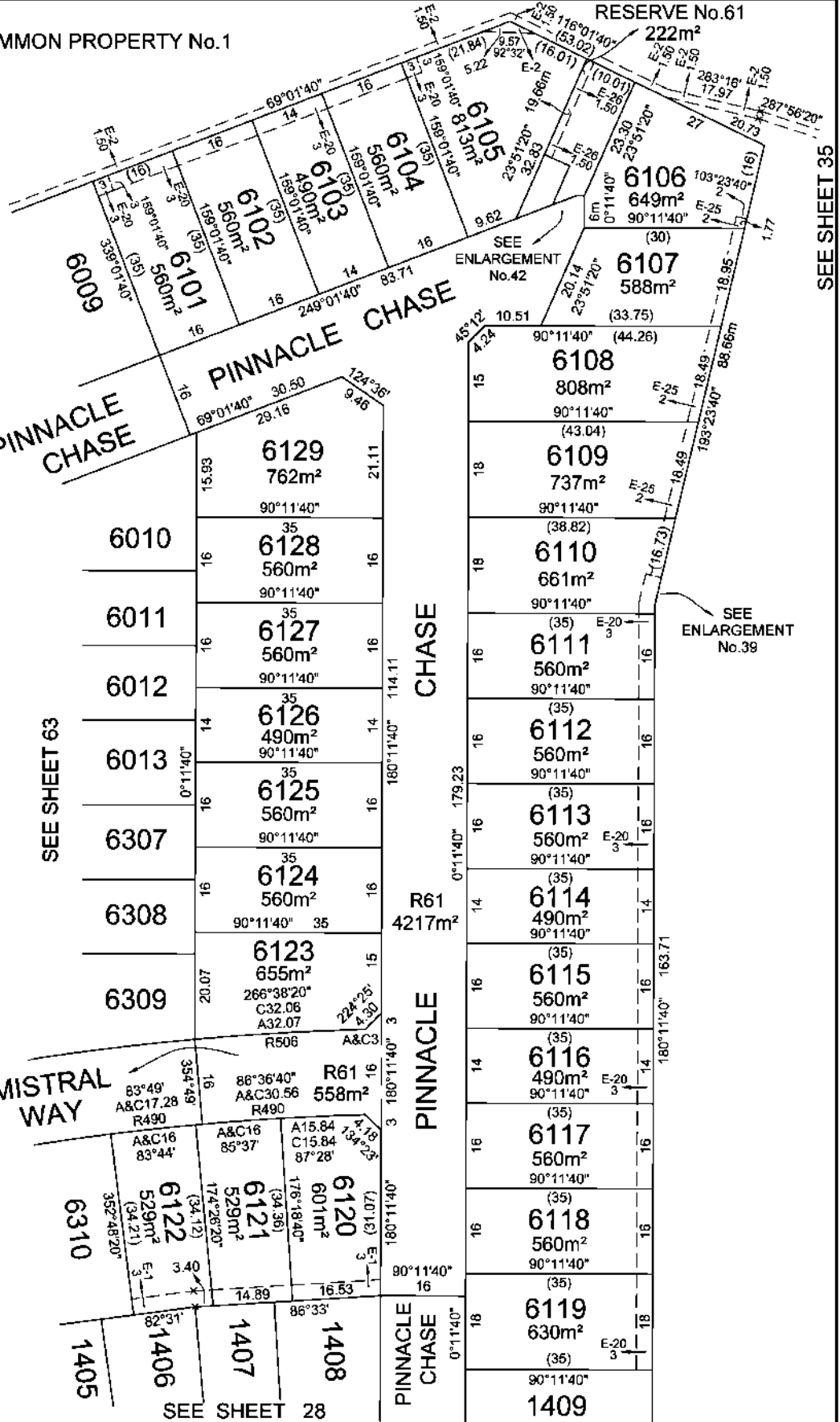
# PLAN OF SUBDIVISION

# PS 617320S



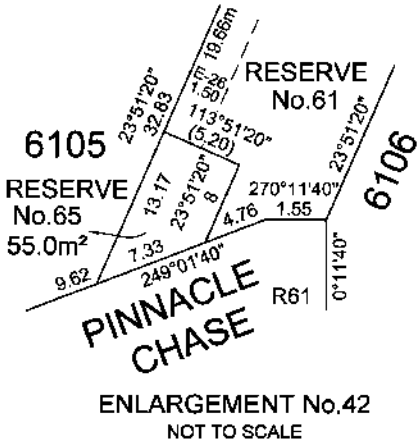
COMMON PROPERTY No.1

RESERVE No.61



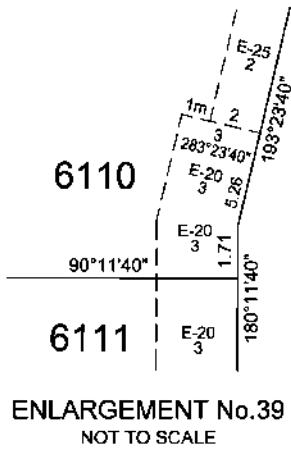
SEE SHEET 58

SEE SHEET 35



SEE SHEET 63

SEE ENLARGEMENT No.39



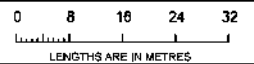
MISTRAL WAY

SEE SHEET 28

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:800



DATE: 21/01/19  
DRAWING: CM0061AB

REFERENCE: AA0015  
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3  
SHEET 57

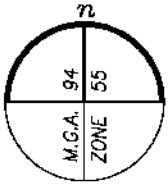


**Lyssna Group Pty Ltd**  
ABN 16 616 811 151  
Tel: +61 3 9516 8899  
PO Box 1098, South Melbourne 3205  
Suite 3, 102 Docks Street  
Southbank VIC 3006 Australia

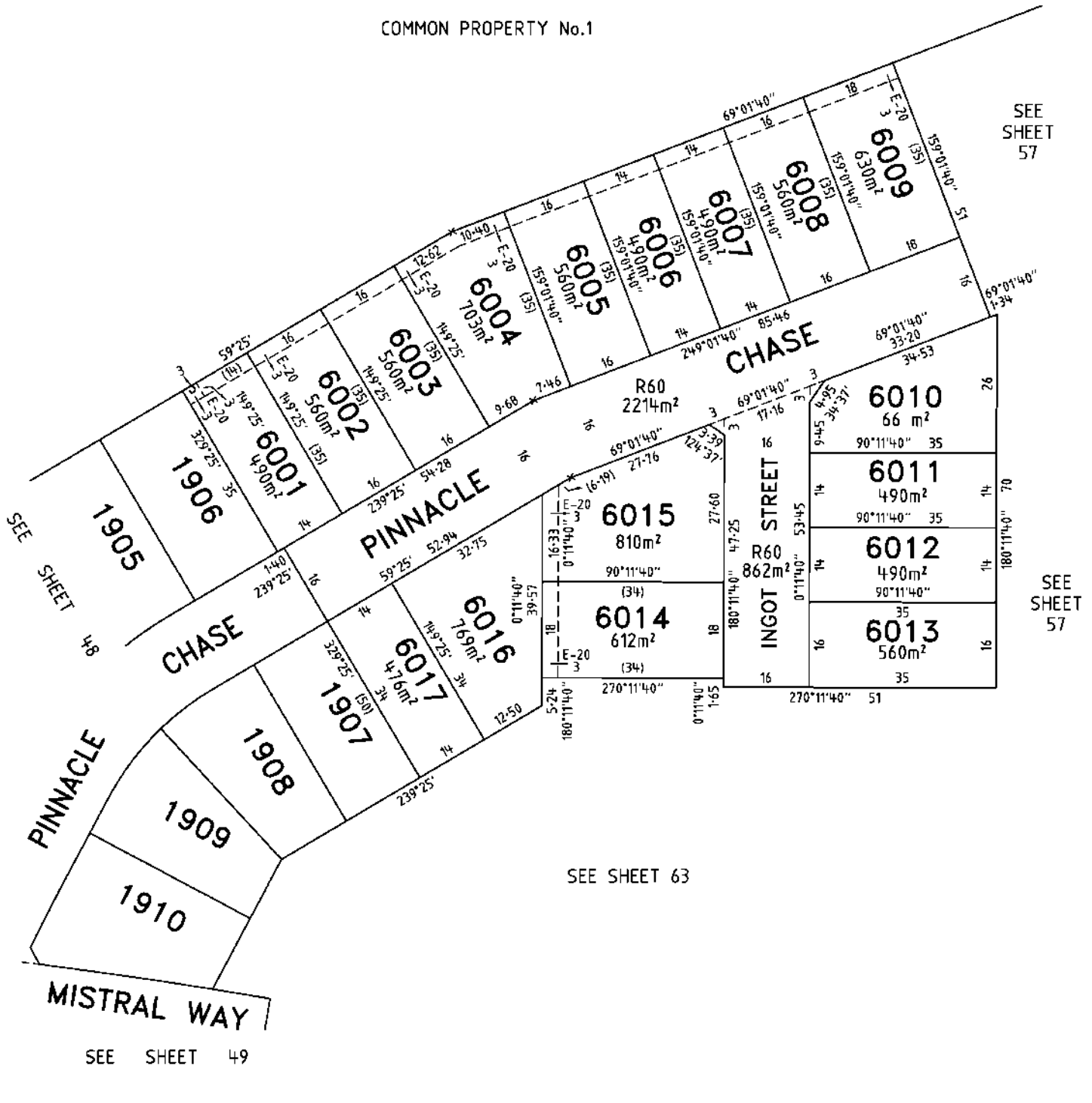
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



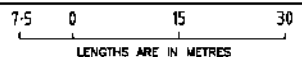
MANDALAY

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

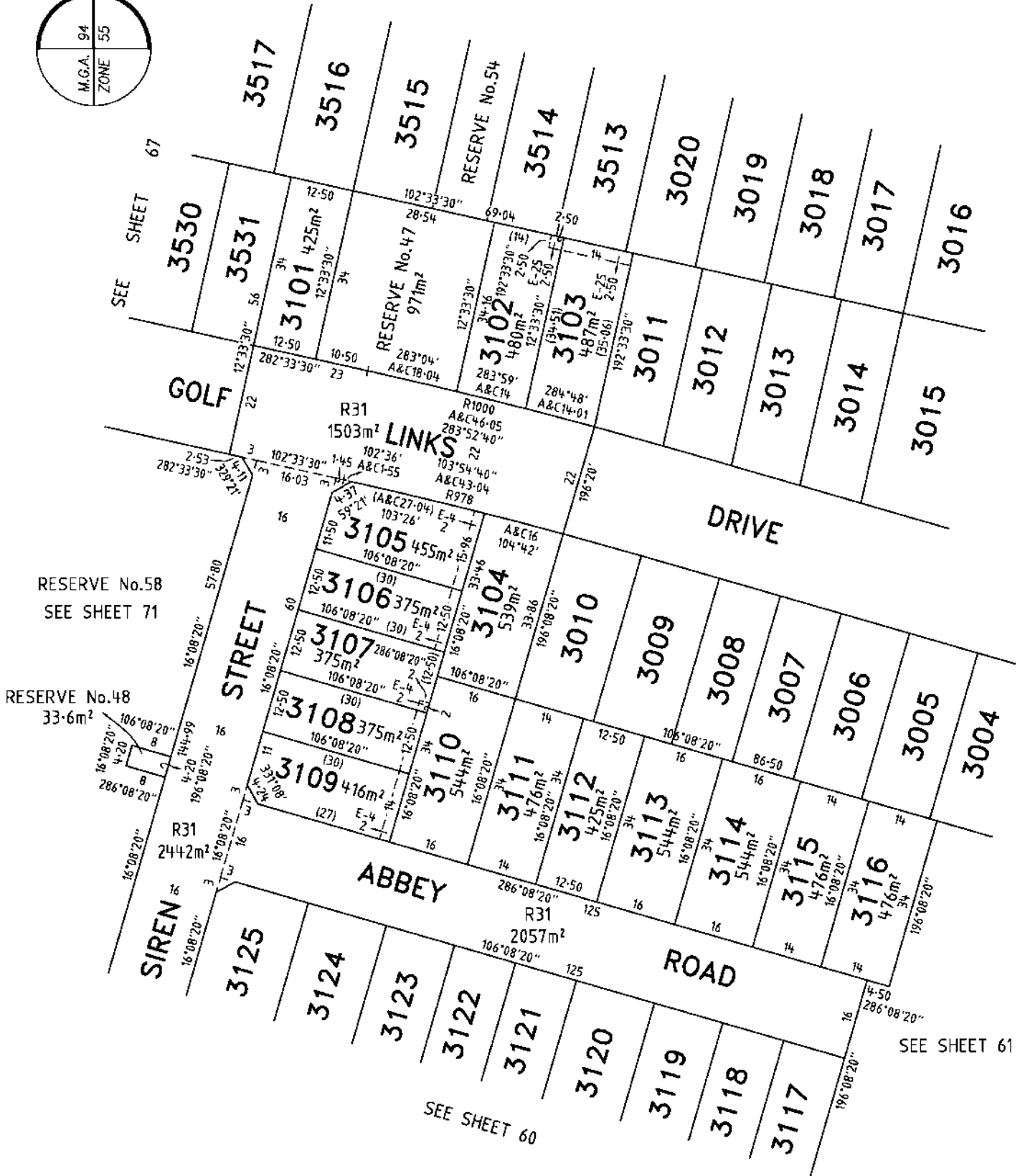
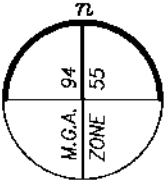
SCALE 1:750



ORIGINAL SHEET SIZE A3  
 SHEET 58

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 61

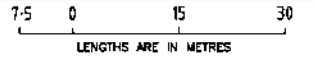
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



DATE 15/05/18  
 VERSION A

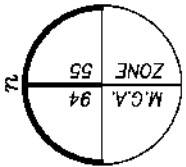
REFERENCE 24610333  
 DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 59

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 59  
R31  
ABBEEY ROAD

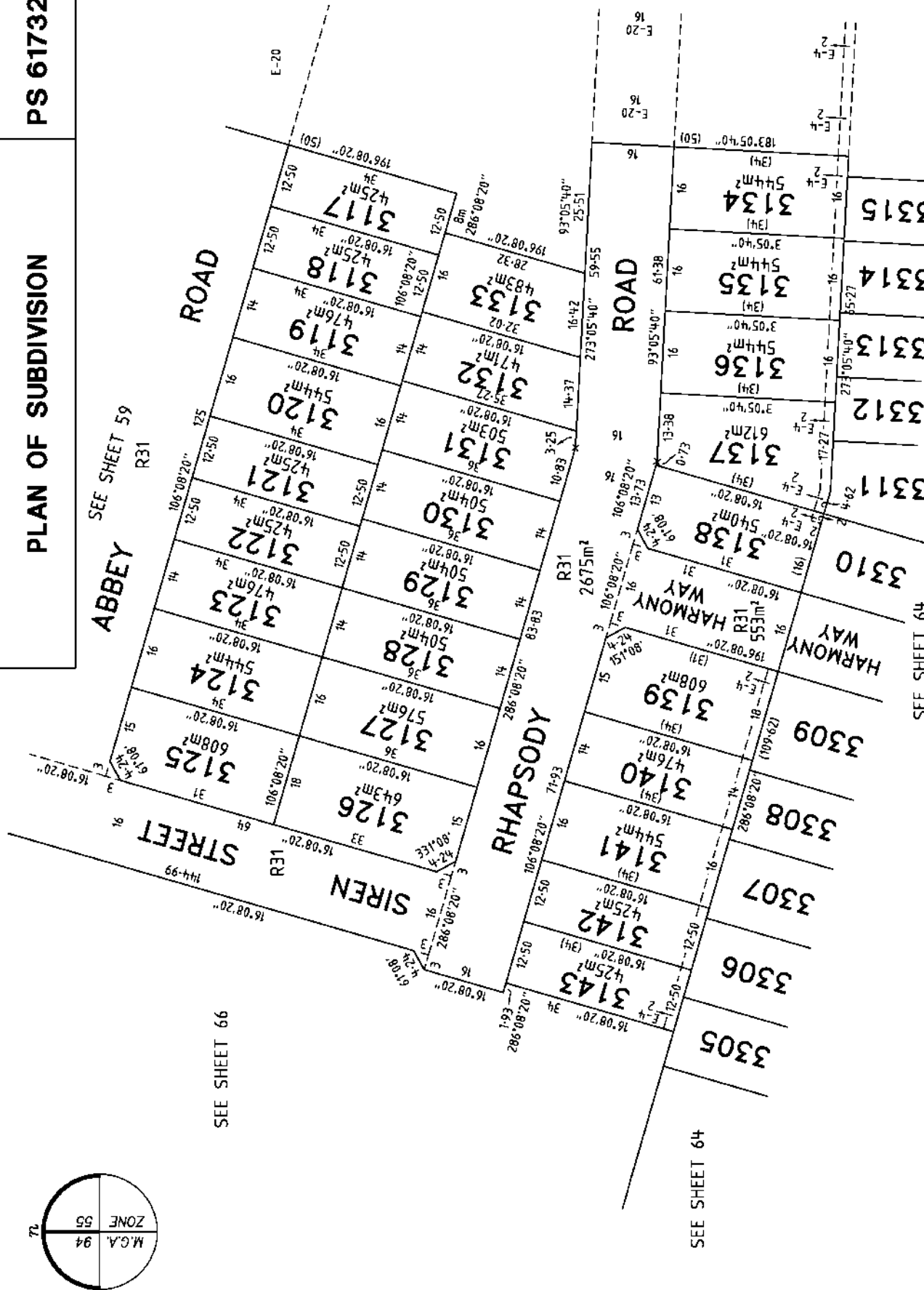
SEE SHEET 66  
R31  
SIREN STREET

SEE SHEET 61  
R31  
RHAPSODY ROAD

SEE SHEET 64  
R31  
HARMONY WAY

SEE SHEET 64

SEE SHEET 61



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

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

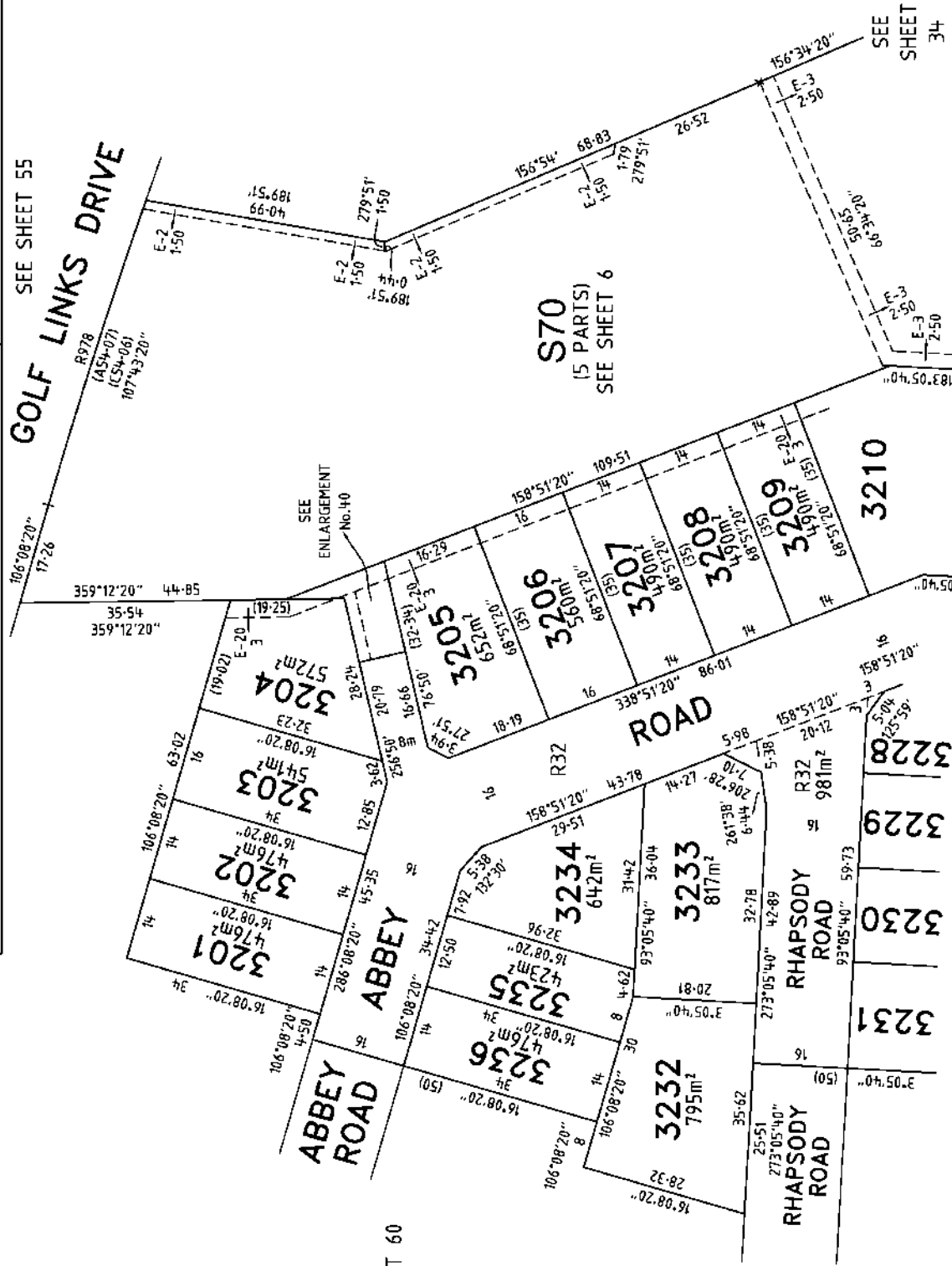
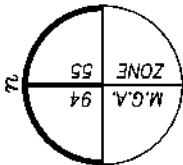
ORIGINAL SHEET SIZE A3  
SHEET 60



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PS 617320S

PLAN OF SUBDIVISION



GOLF LINKS DRIVE  
SEE SHEET 55

SEE SHEET 60

S70  
(5 PARTS)  
SEE SHEET 6

S70  
(5 PARTS)

Reserve  
No. 50  
138m<sup>2</sup>

ENLARGEMENT No. 40  
NOT TO SCALE

SEE SHEET 62

SCALE  
1:750

LENGTHS ARE IN METRES  
7.5 0 15 30

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18  
VERSION A

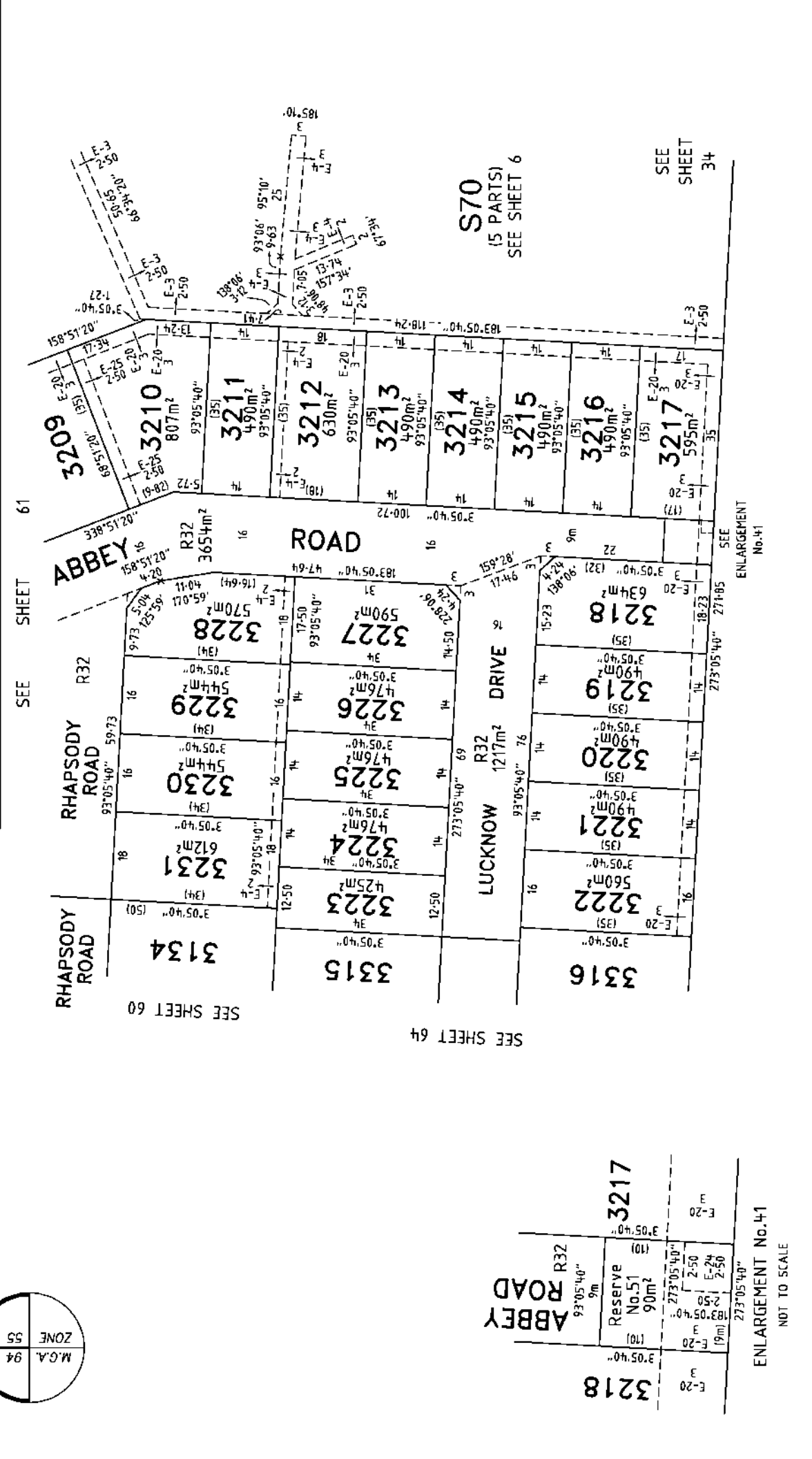
REFERENCE 24610333  
DRAWING 2461035EA



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ORIGINAL SHEET SIZE A3  
SHEET 61

**PLAN OF SUBDIVISION** **PS 617320S**



**MANDALAY**  
 LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

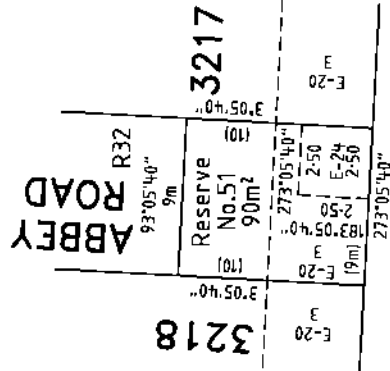
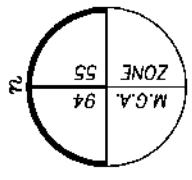
SCALE 1:750 ORIGINAL SHEET SIZE A3  
 SHEET 62

7.5 0 15 30  
 LENGTHS ARE IN METRES

SEE SHEET 61

SEE SHEET 64

SEE SHEET 34



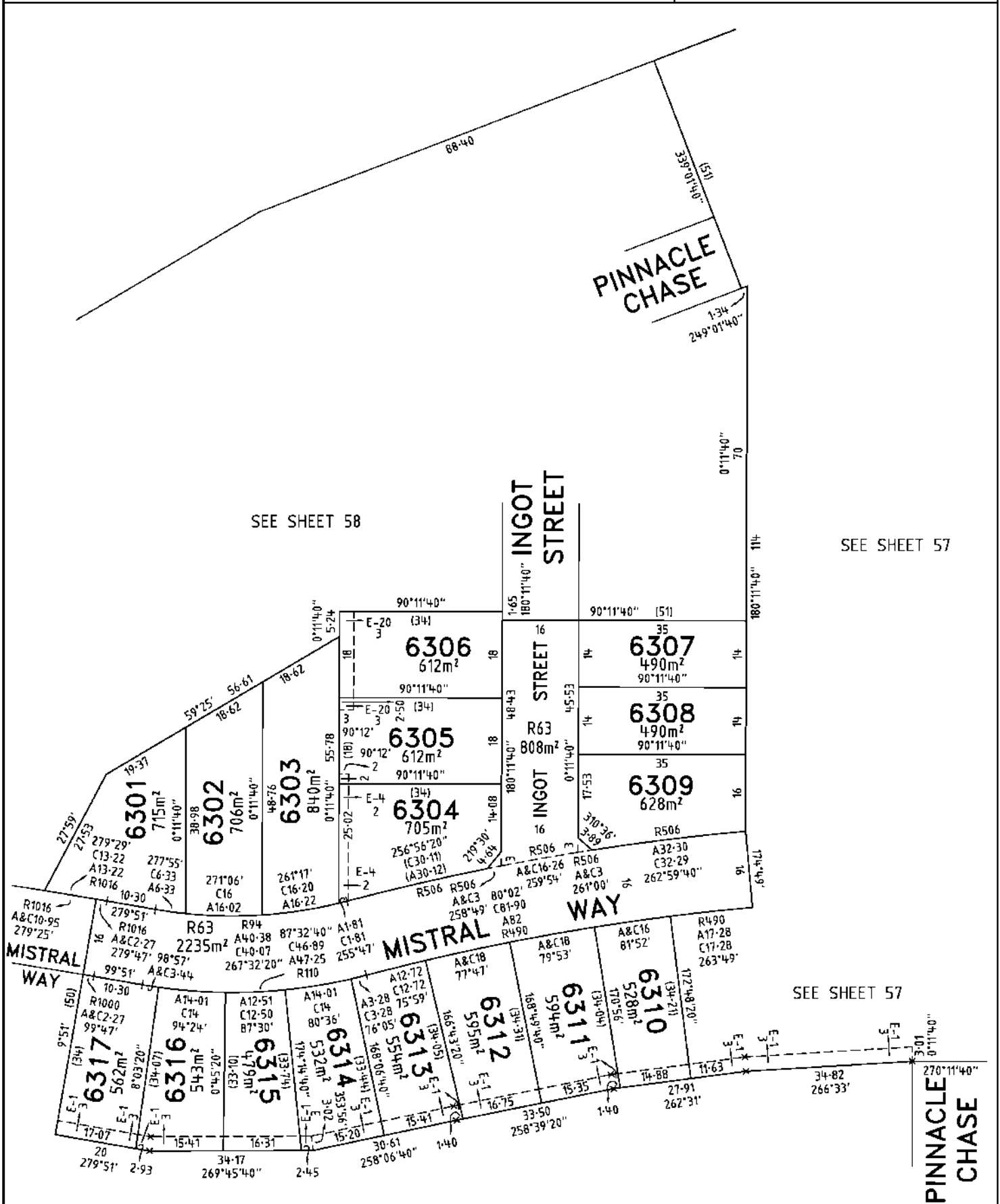
ENLARGEMENT No. 41  
 NOT TO SCALE



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 16 Eastern Road South Melbourne  
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PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 58

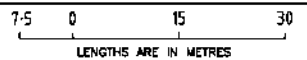
SEE SHEET 57

SEE SHEET 57

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



**Bosco Jonson Pty Ltd**  
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 Vic 3205 Australia  
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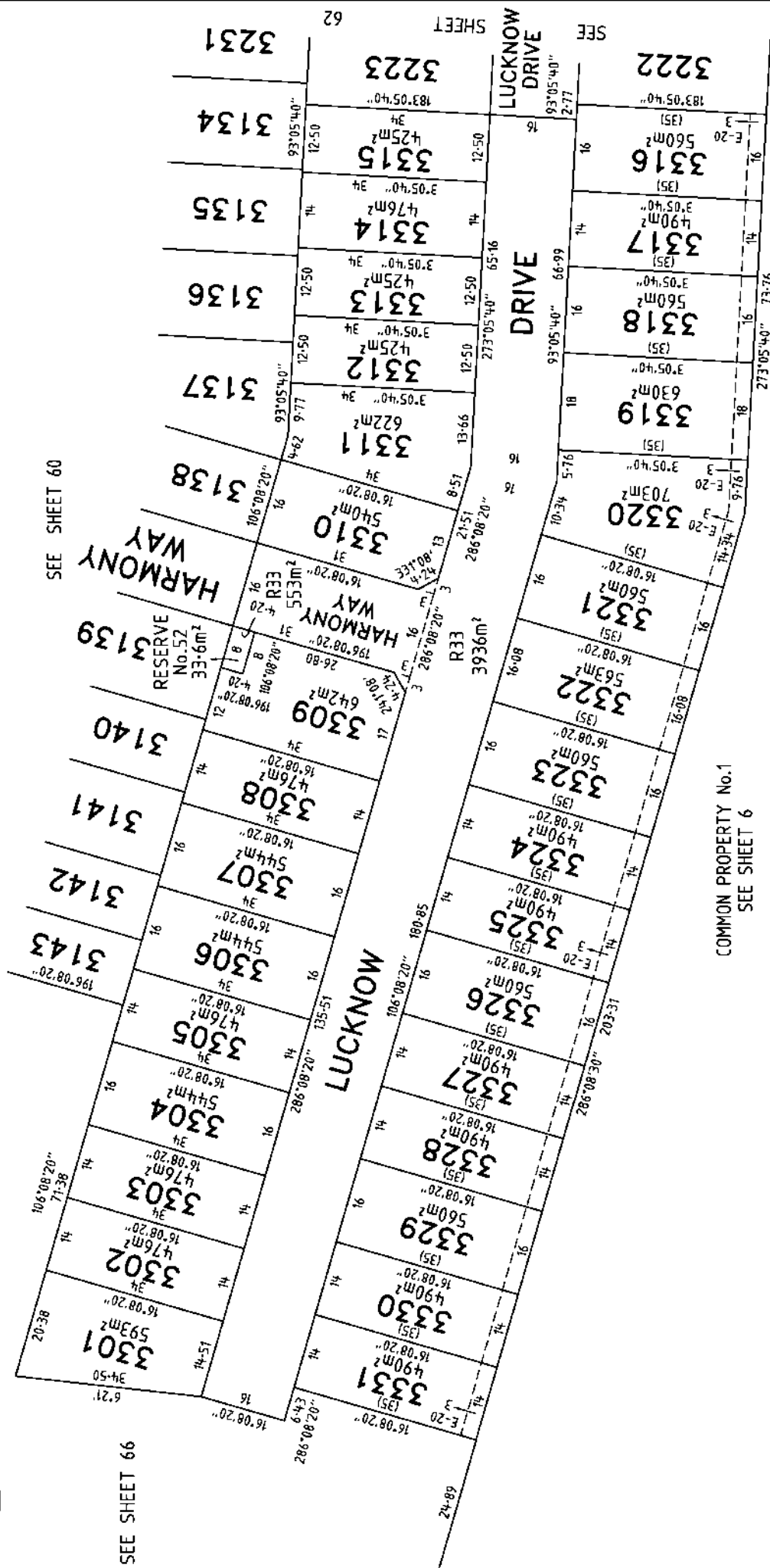
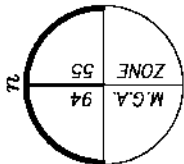
DATE 15/05/18  
 VERSION A

REFERENCE 24610333  
 DRAWING 2461035EA

ORIGINAL SHEET SIZE A3  
 SHEET 63

PS 617320S


PLAN OF SUBDIVISION



SEE SHEET 60

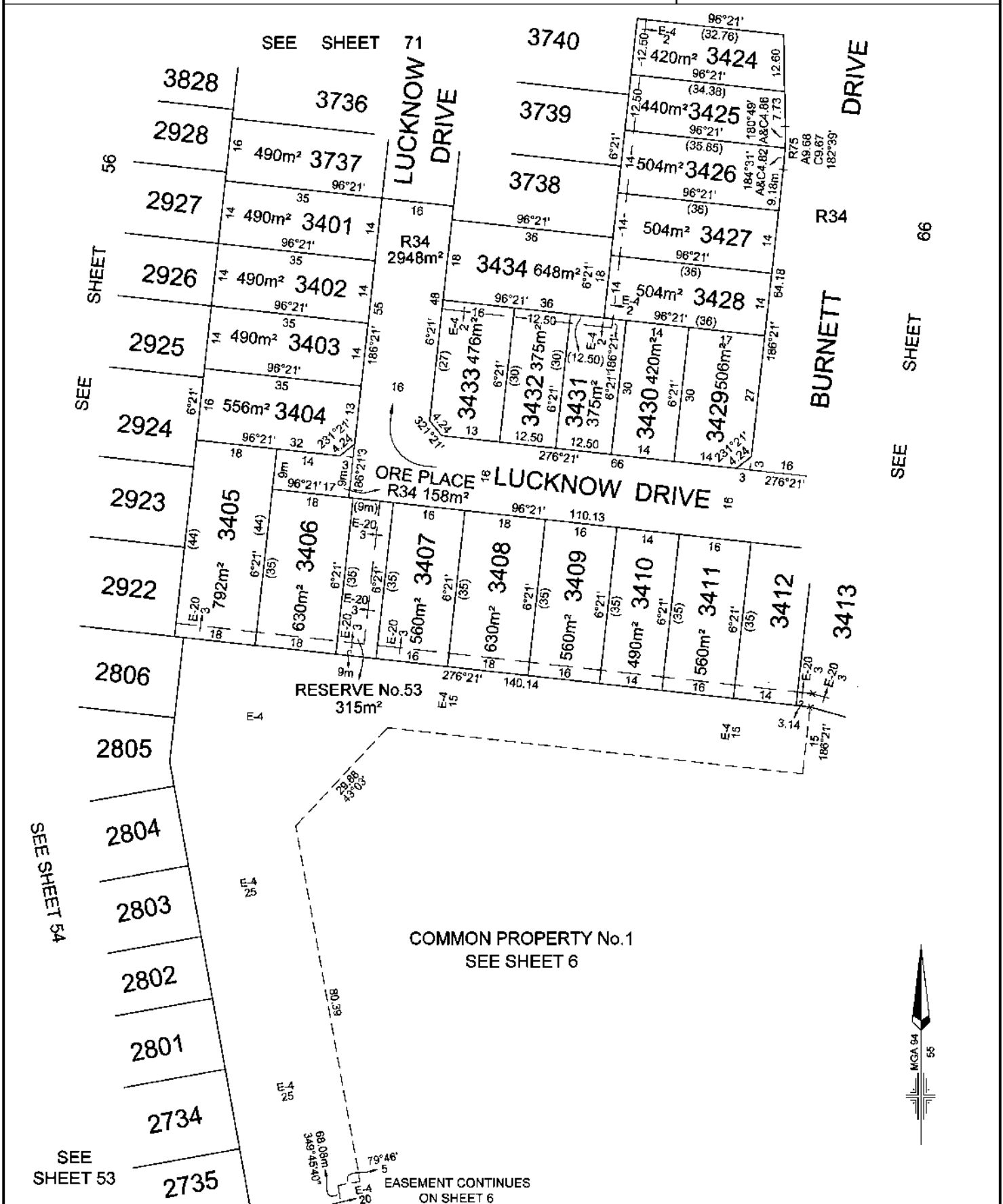
SEE SHEET 66

COMMON PROPERTY No.1  
SEE SHEET 6

 <p><b>Bosco Jonson Pty Ltd</b> A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel. 03) 9699 1400 Fax 03) 9699 5992</p>	<p>MANDALAY</p> <p>LICENSED SURVEYOR GREGORY STUART WILLIAMS</p>	<p>SCALE 1:750</p> <p>ORIGINAL SHEET SIZE A3 SHEET 64</p>
	<p>DATE 15/05/18</p> <p>VERSION A</p> <p>REFERENCE 24610333</p> <p>DRAWING 2461035EA</p>	<p>LENGTHS ARE IN METRES</p> <p>7.5 0 15 30</p>

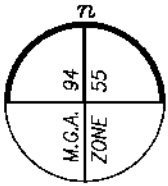
# PLAN OF SUBDIVISION

# PS 617320S



PLAN OF SUBDIVISION

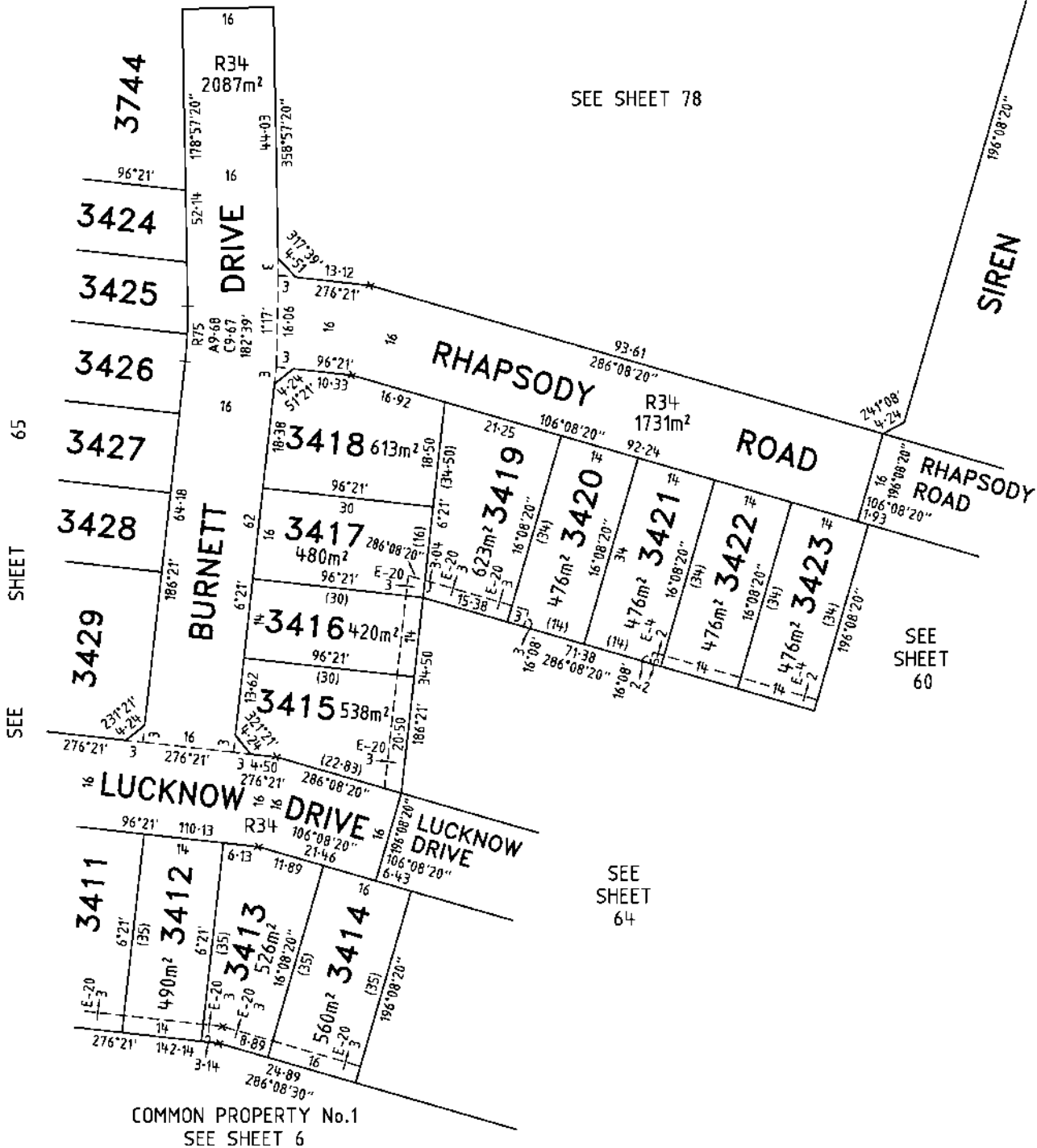
PS 617320S



SEE SHEET 71

SEE SHEET 78

SIREN STREET  
SEE SHEET 59



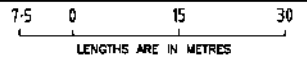
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:750



DATE 15/05/18  
VERSION A

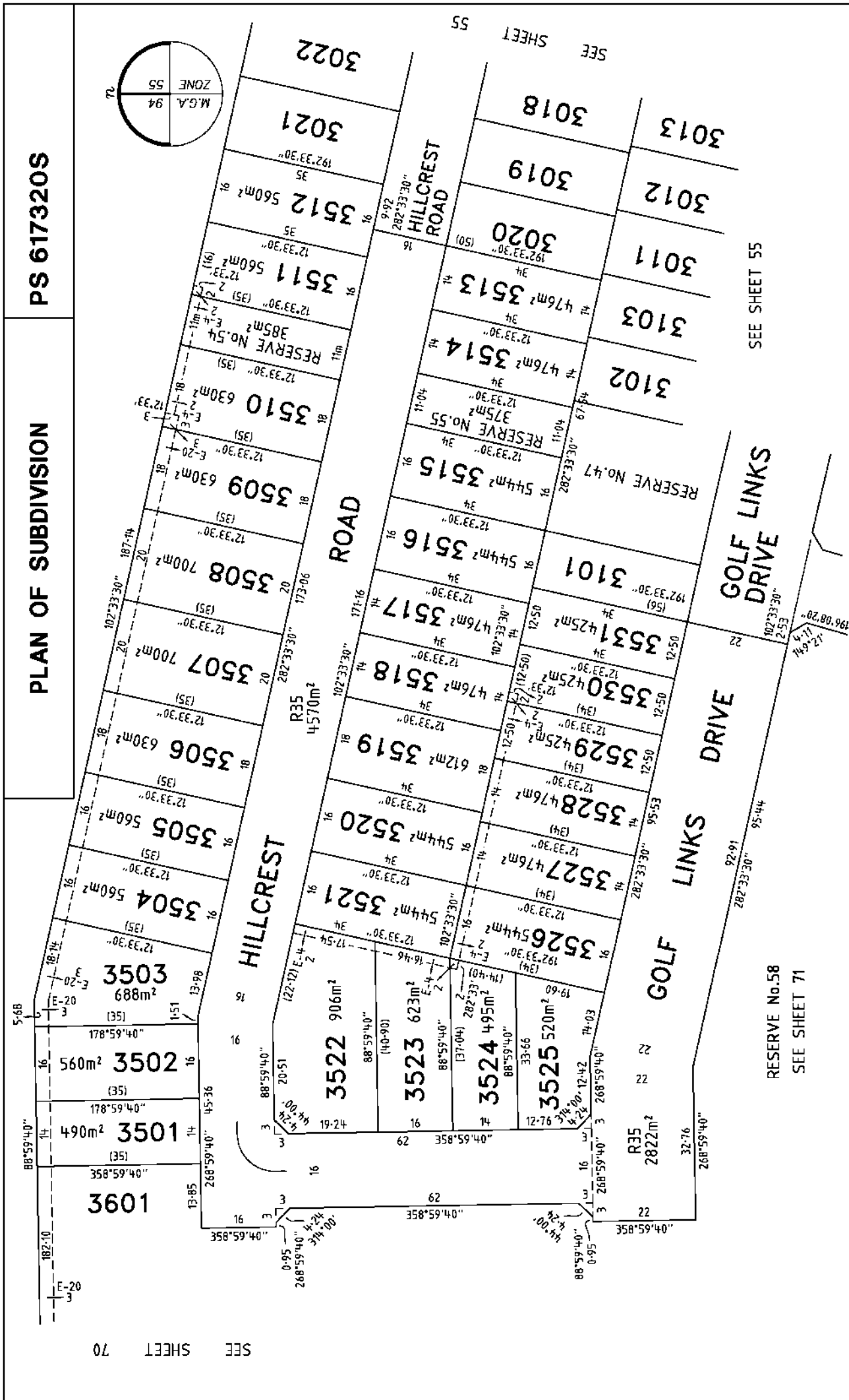
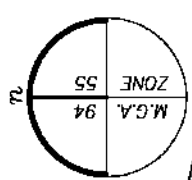
REFERENCE 24610343  
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3  
SHEET 66

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 70



**MANDALAY**  
 LICENSED SURVEYOR GREGORY STUART WILLIAMS

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

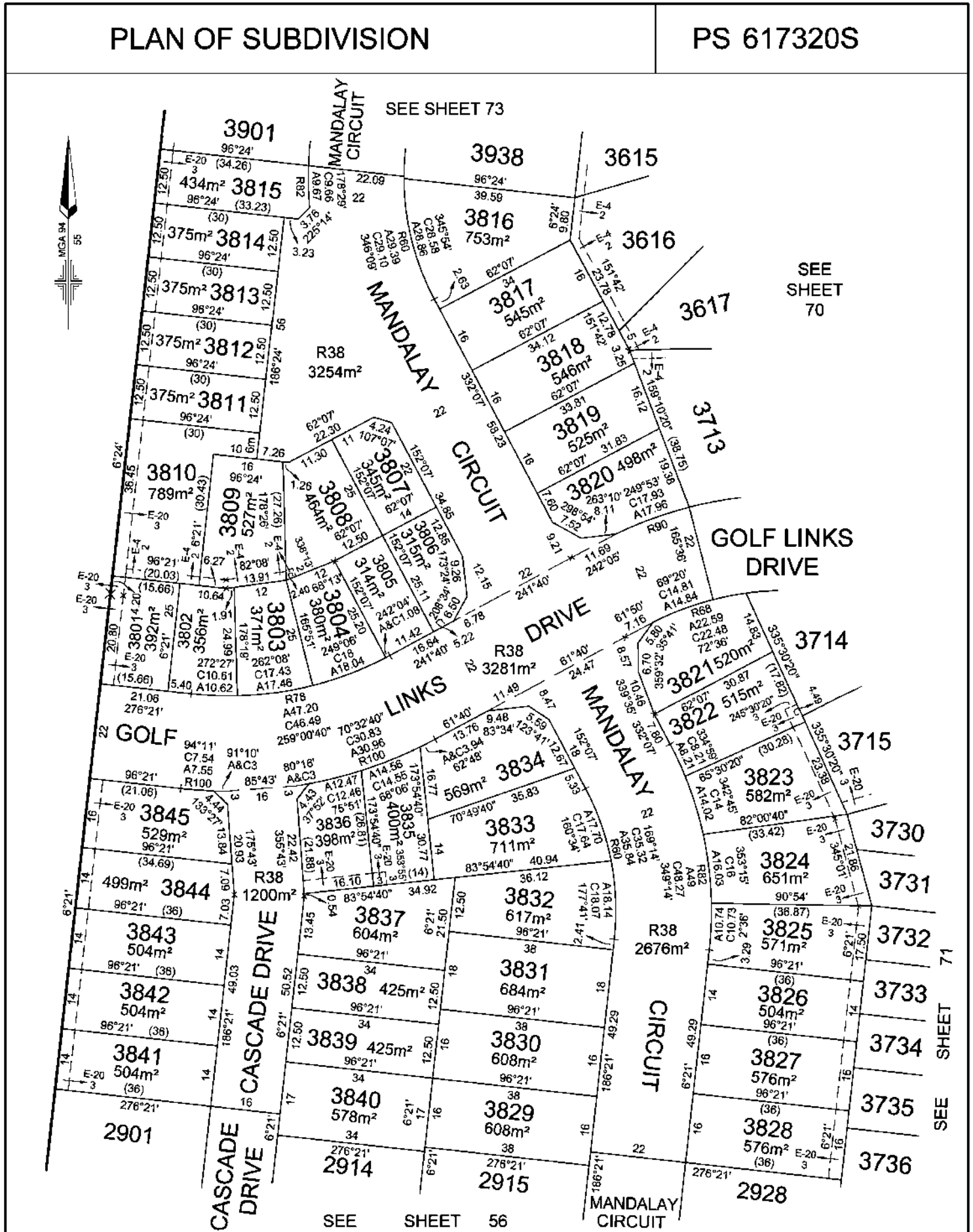
SCALE 1:750  
 ORIGINAL SHEET SIZE A3  
 SHEET 67

7.5 0 15 30  
 LENGTHS ARE IN METRES

**Bosco Jonson Pty Ltd**  
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 Vic 3205 Australia  
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# PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 70

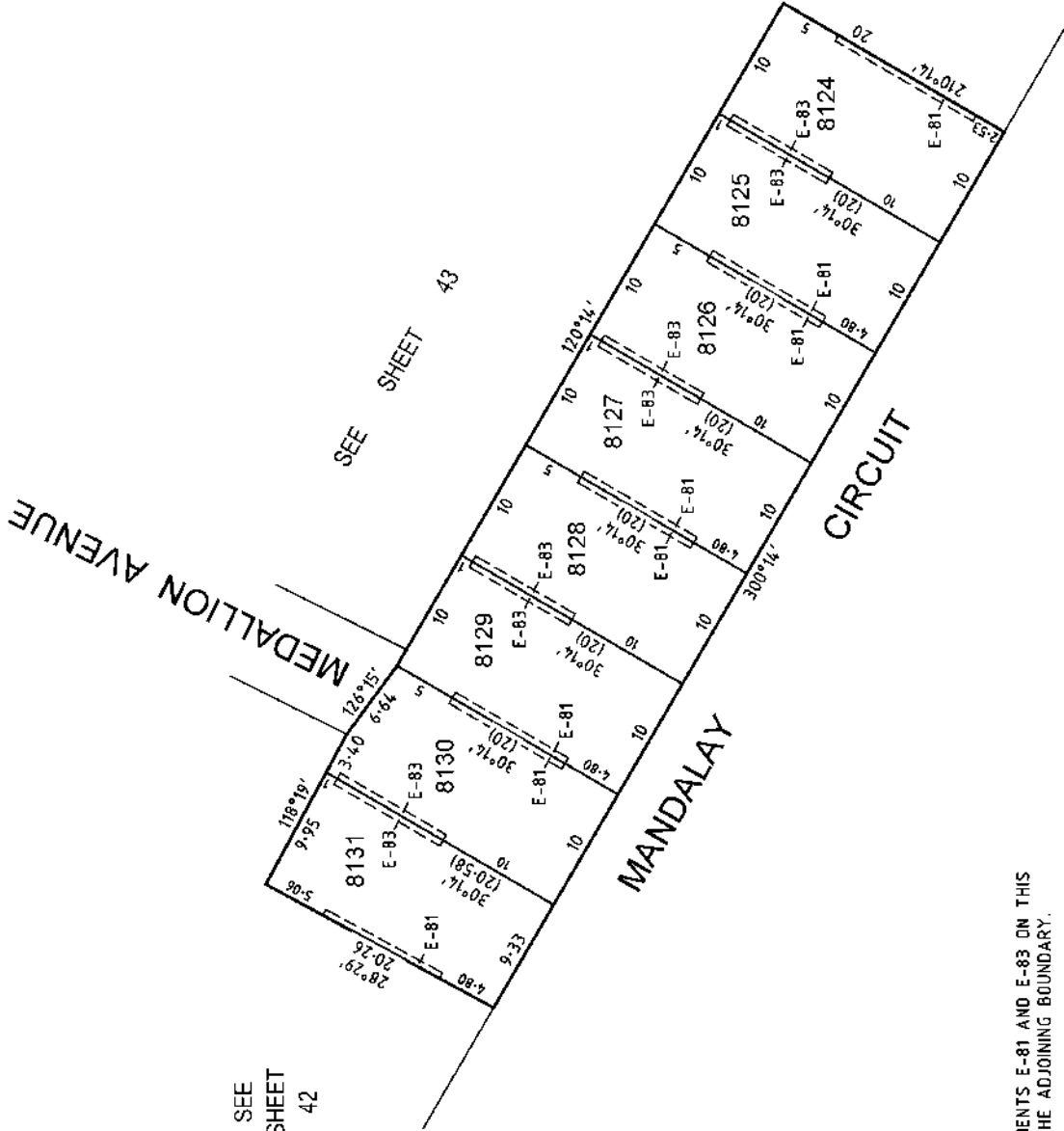
SEE SHEET 71

SEE SHEET 56

<p><b>Lyssna Group Pty Ltd</b>                  ABN 16 616 811 121                  Tel: +61 3 9516 8899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia</p>	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:800	<p>LENGTHS ARE IN METRES</p>
	DATE: 23/08/18 DRAWING: CM0061AB	REFERENCE: AA0015 DRAWN BY: LS	ORIGINAL SHEET SIZE: A3 SHEET 68	

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 42

SEE SHEET 43

SEE SHEET 43



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

08028 CE01 VER A.DWG BC/----

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	

**SMC**  
Melbourne Survey T 9869 0813 F 9869 0901



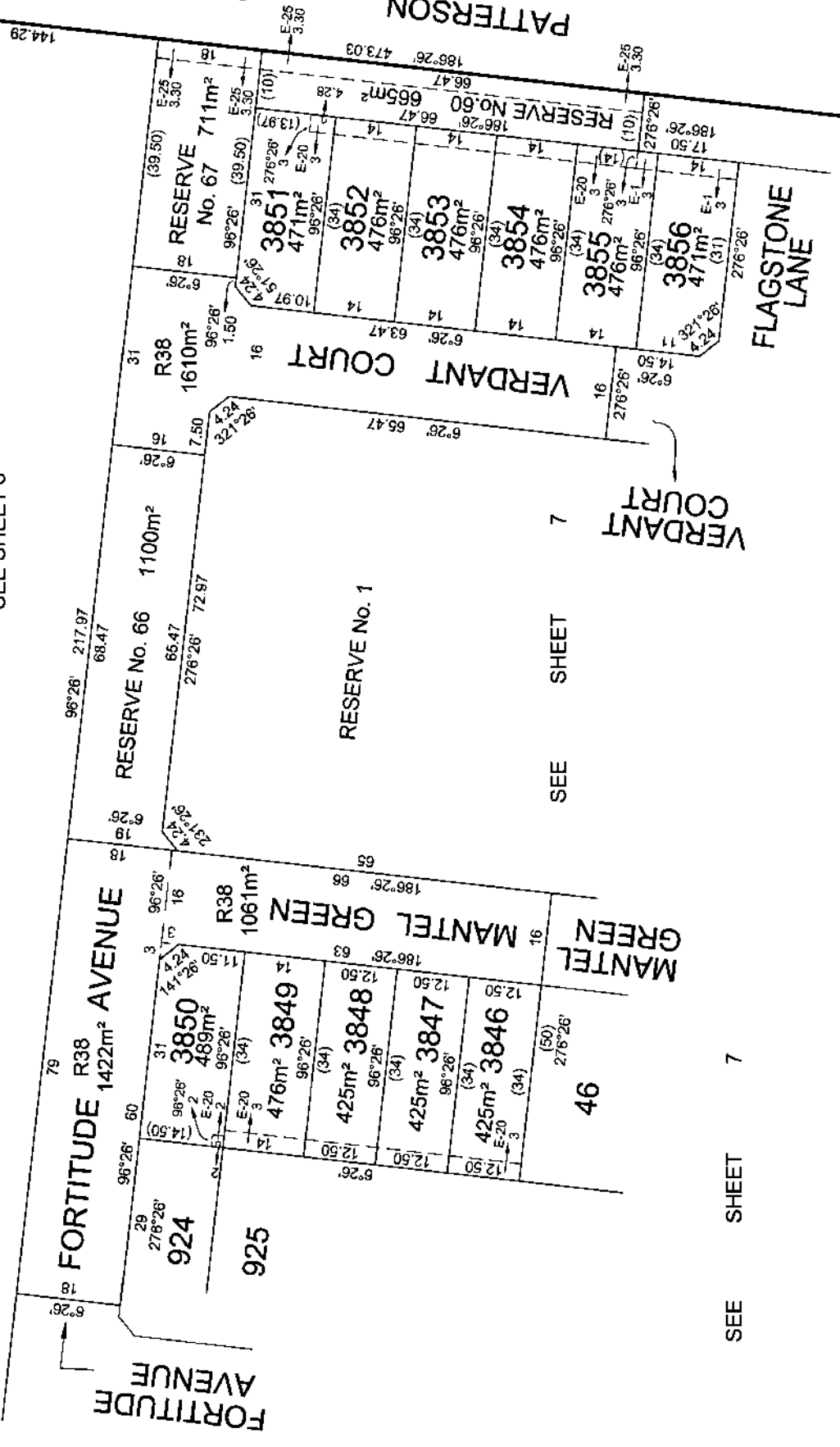


PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 6

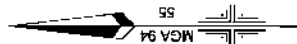
S34  
SEE SHEET 6



SEE SHEET 37

SEE SHEET 7

SEE SHEET 7



**Lyssna**  
Lyssna Group Pty Ltd  
A/N 18 65611 151  
Tel: +61 3 9518 6899  
PO Box 1098, South Melbourne 3205  
Suite 3, 102 Dodd St  
Southbank VIC 3006 Australia  
lyssnagroup.com

MANDALAY - 38  
LICENSED SURVEYOR: ANDREW J. REAY  
DATE: 23/08/18  
DRAWING: CM0061AB  
REFERENCE: A00015  
DRAWN BY: LS

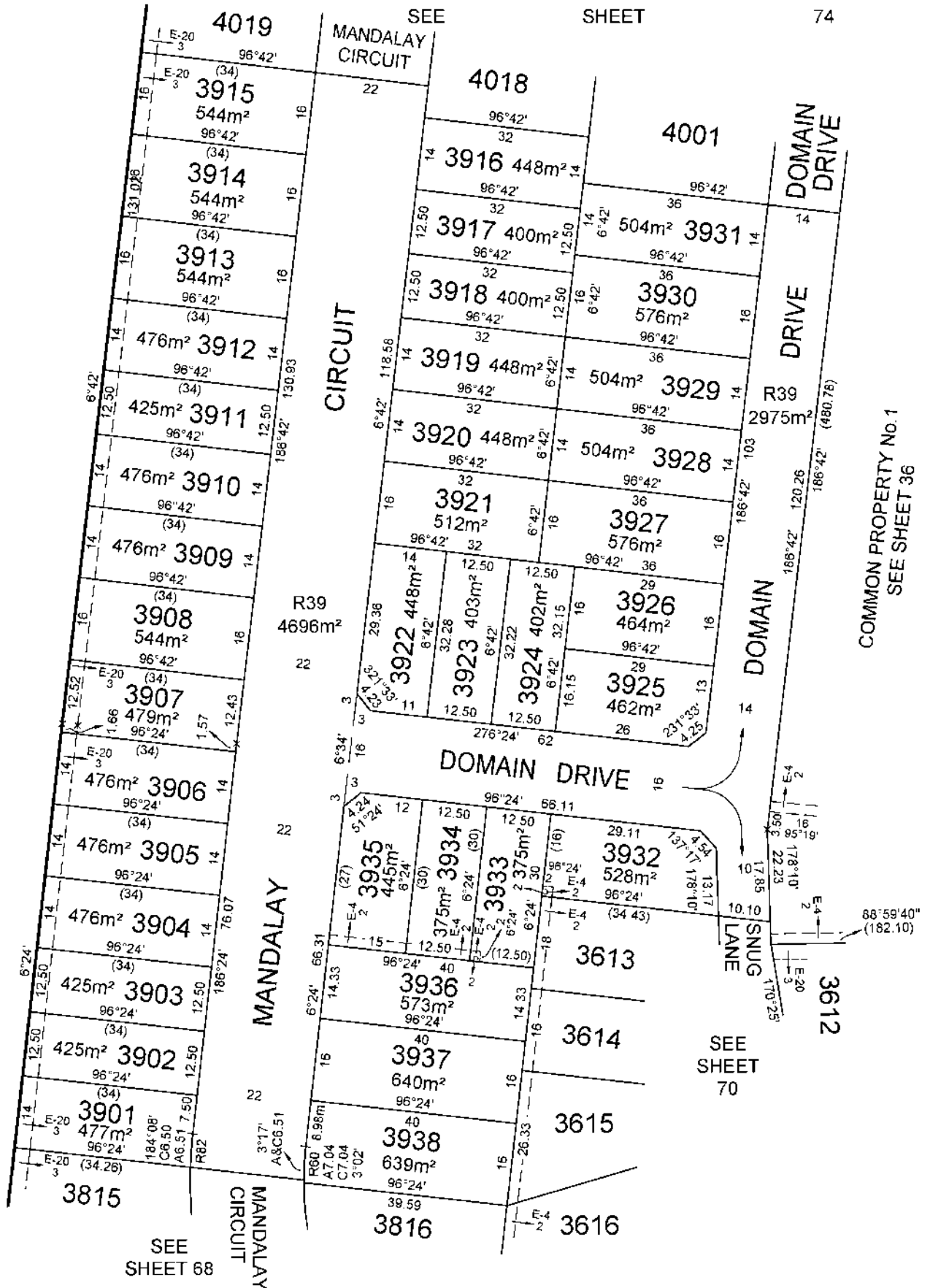
SCALE  
1:750  
0 7.5 15 22.5 30  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3


SHEET 72

# PLAN OF SUBDIVISION

PS 617320S



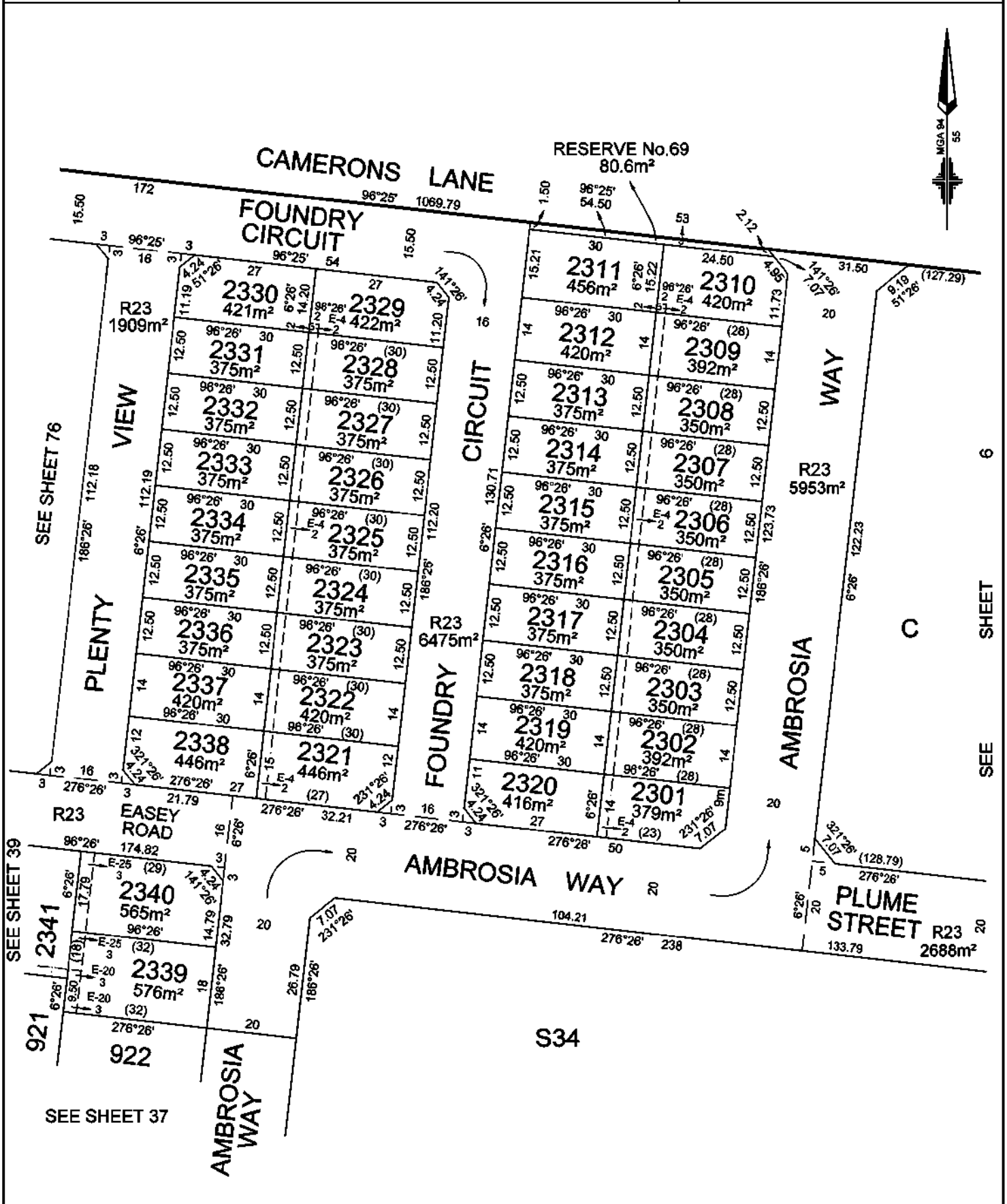
COMMON PROPERTY No.1  
SEE SHEET 36


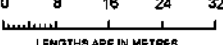
 <p><b>Lyssna Group Pty Ltd</b> ABN 16 616 811 191 Tel +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 07/11/22 DRAWING: CM0064AA	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 73	



# PLAN OF SUBDIVISION

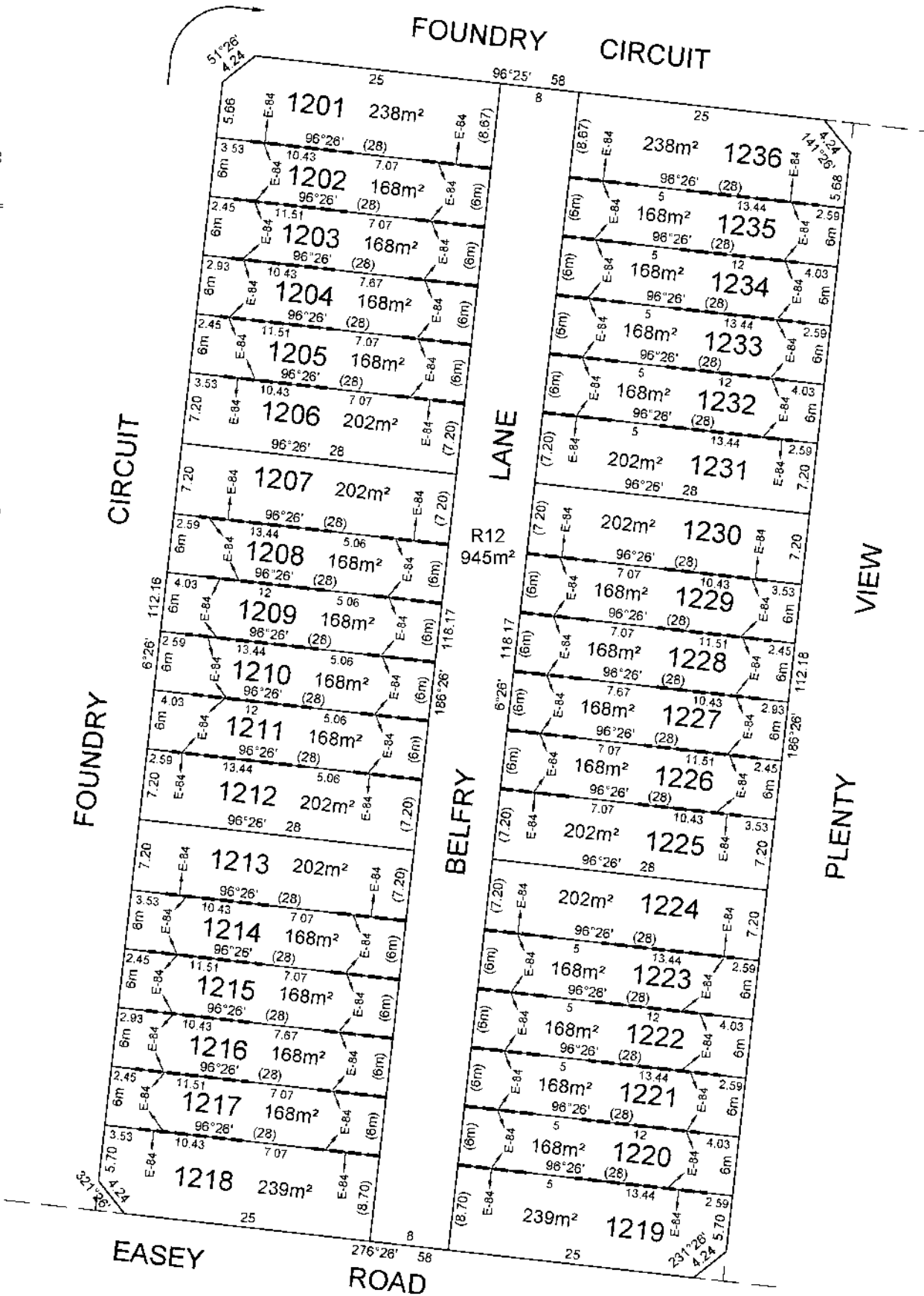
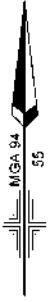
PS 617320S



<p>MANDALAY</p>  <p><b>Lyssna Group Pty Ltd</b>          ABN 18 616 811 181          Tel: +61 3 9516 6888          PO Box 1098, South Melbourne 3205          Suite 5, 102 Dodd Street          Southbank VIC 3006 Australia  <a href="http://lyssnagroup.com">lyssnagroup.com</a></p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 19/08/22      REFERENCE: AA0015          DRAWING: CM0094AA      DRAWN BY: BA</p>	<p>SCALE: 1:800</p>  <p>0 8 16 24 32          LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3          SHEET 75</p>
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# PLAN OF SUBDIVISION

PS 617320S



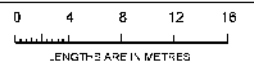
SEE SHEET 39

SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:400



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 PO Box 1098, South Melbourne 3205  
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 Southbank VIC 3006 Australia

DATE: 17/06/19  
 DRAWING: CM0012AA

REFERENCE: AA0015  
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3  
 SHEET 76

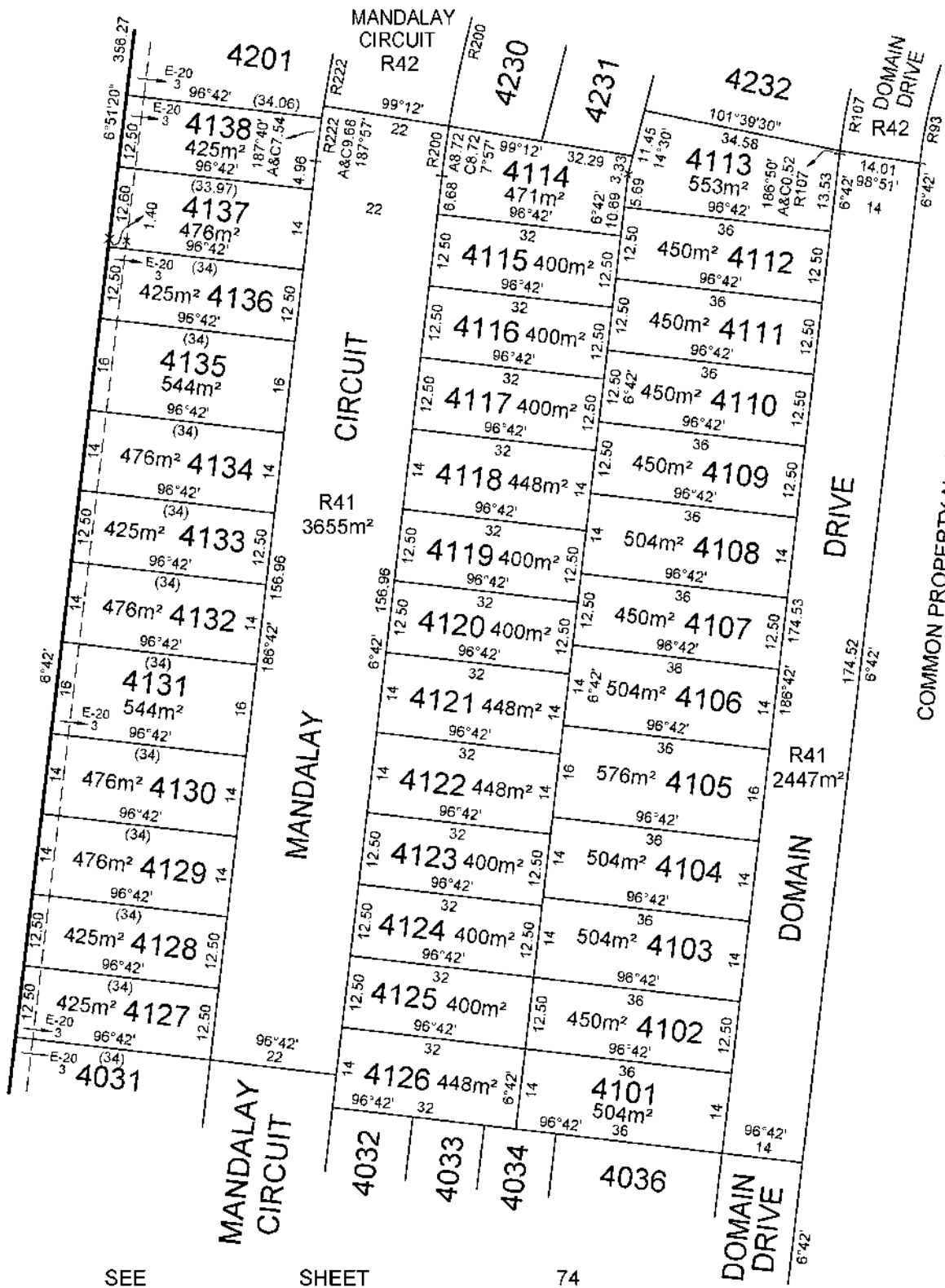
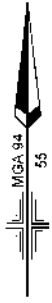
# PLAN OF SUBDIVISION

PS 617320S

SEE

SHEET

79



COMMON PROPERTY No.1  
SEE SHEET 36

SEE

SHEET

74

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES



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Southbank VIC 3006 Australia

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DATE: 03/11/21  
DRAWING: CM0042AA

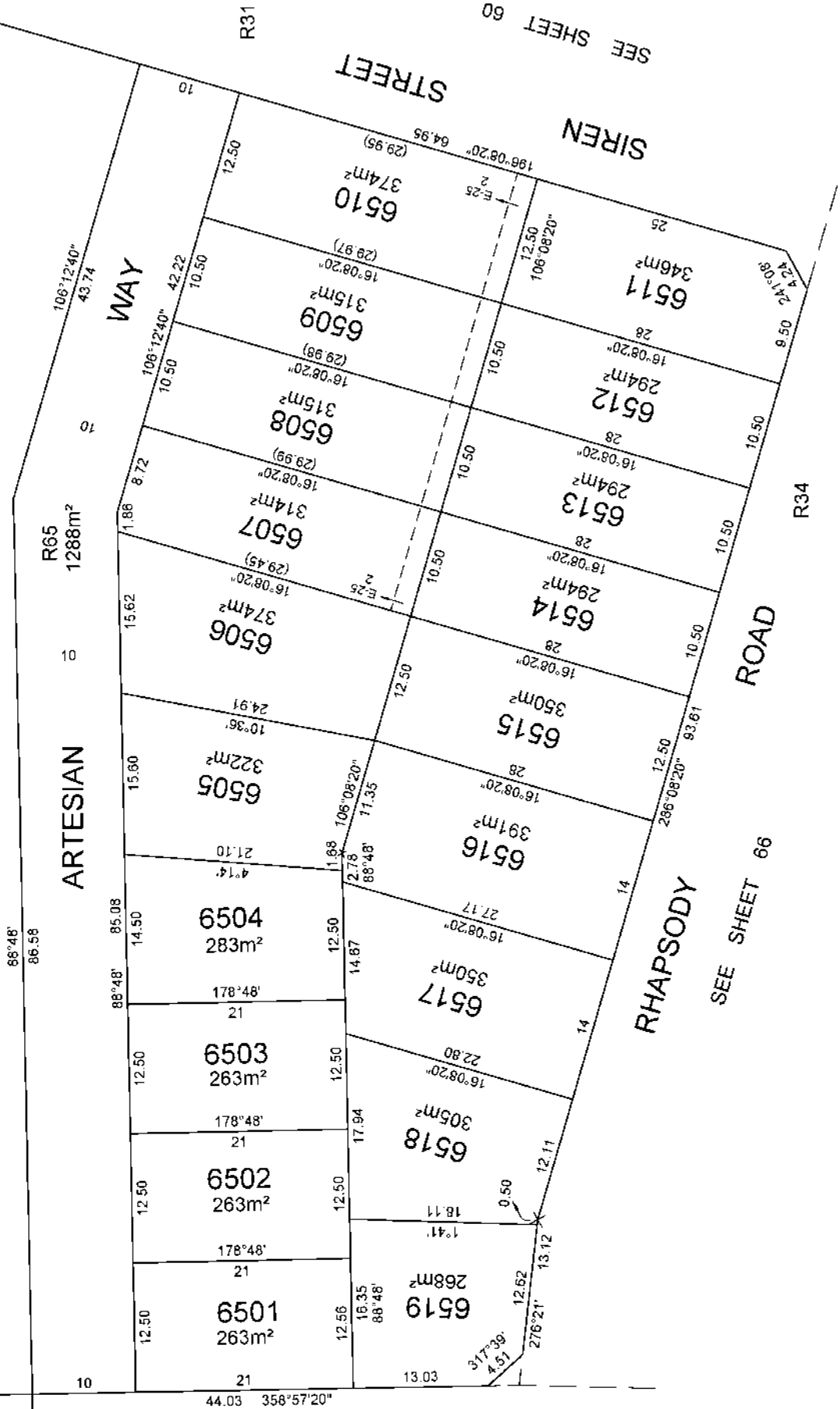
REFERENCE: AA0015  
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3  
SHEET 77

PS 617320S

PLAN OF SUBDIVISION

RESERVE No.58  
SEE SHEET 71



R37  
BURNETT DRIVE

DRIVE

BURNETT

R34

SEE SHEET 66

RHAPSODY ROAD

R34

SEE SHEET 60

SIREN STREET

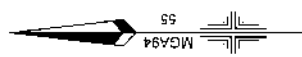
Lyssna Group Pty Ltd  
ABN 18 616 811 191  
Tel +61 3 9518 6899  
PO Box 1086, South Melbourne 3205  
Suite 3, 102 Docks Street  
Southbank VIC 3006 Australia

MANDALAY  
LICENSED SURVEYOR, ANDREW J. REAY

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

ORIGINAL SHEET  
SIZE: A3

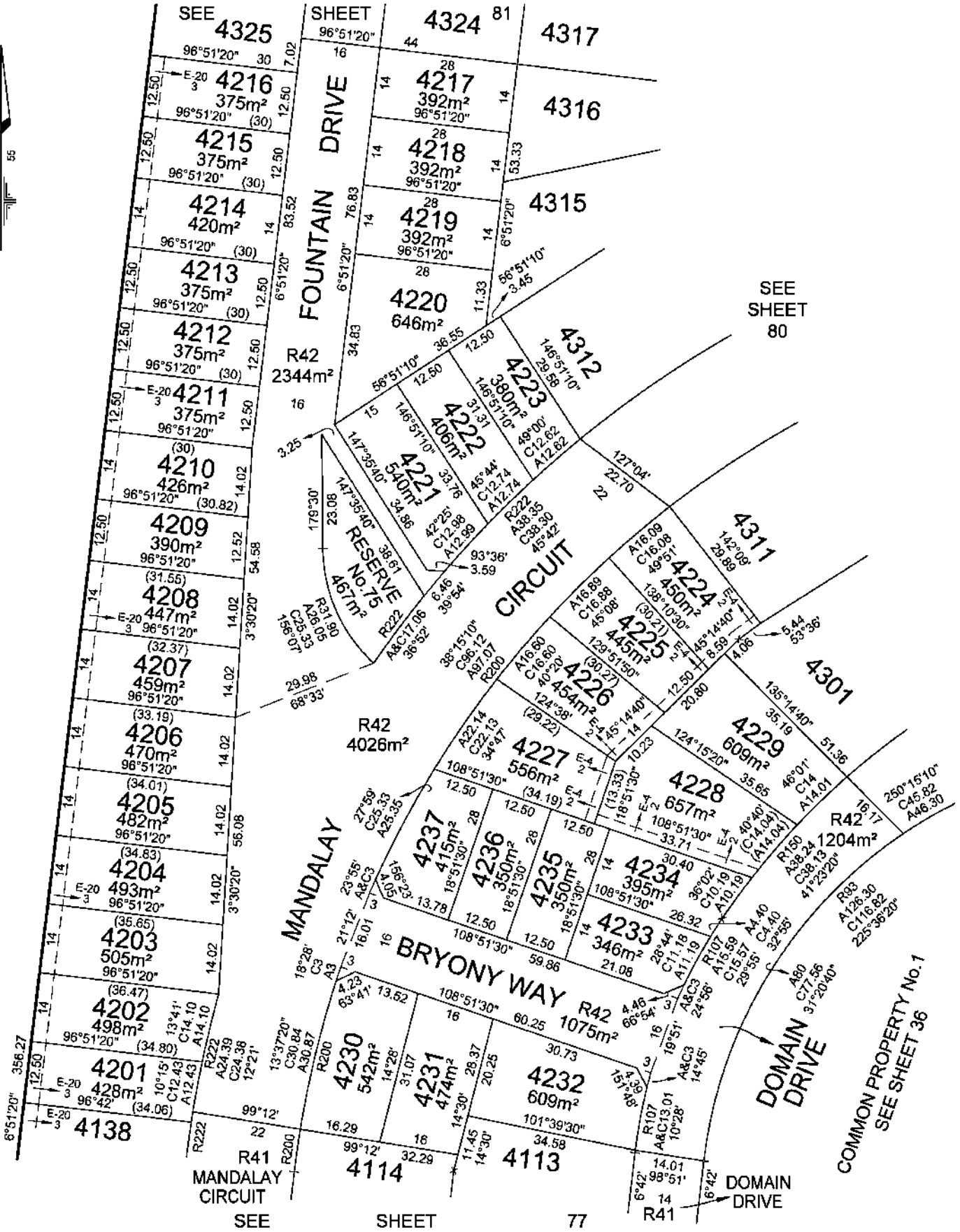
SHEET 78



SEE SHEET 66

# PLAN OF SUBDIVISION

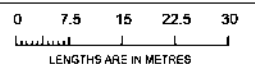
# PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:750



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 ABN 18 618 811 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 5, 102 Dodds Street  
 Southbank VIC 3006 Australia

DATE: 27/05/22  
 DRAWING: CM0043AA

REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 79

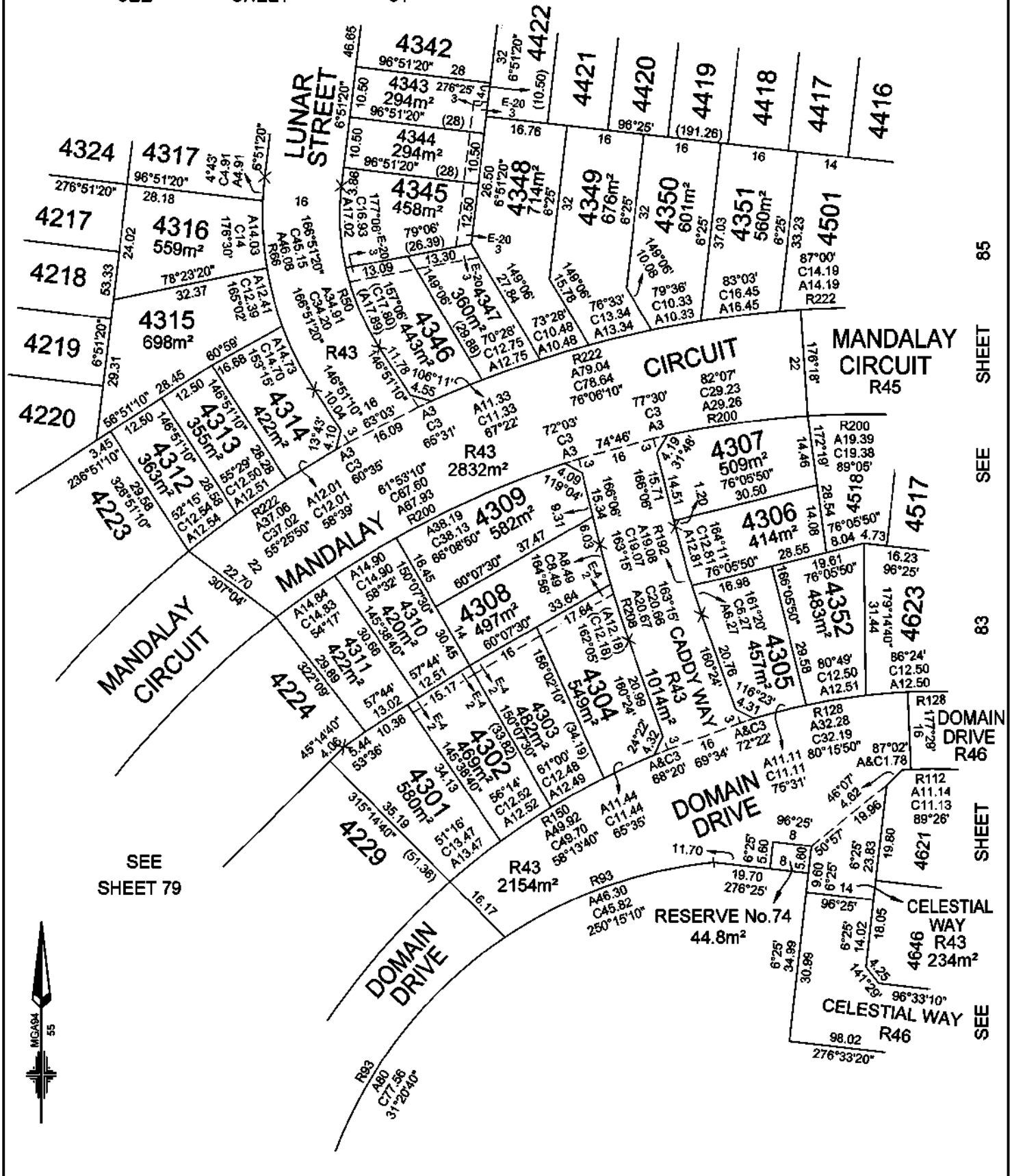
LyssnaGroup.com

# PLAN OF SUBDIVISION

# PS 617320S

SEE SHEET 81


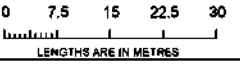
SEE SHEET 82



SEE SHEET 79

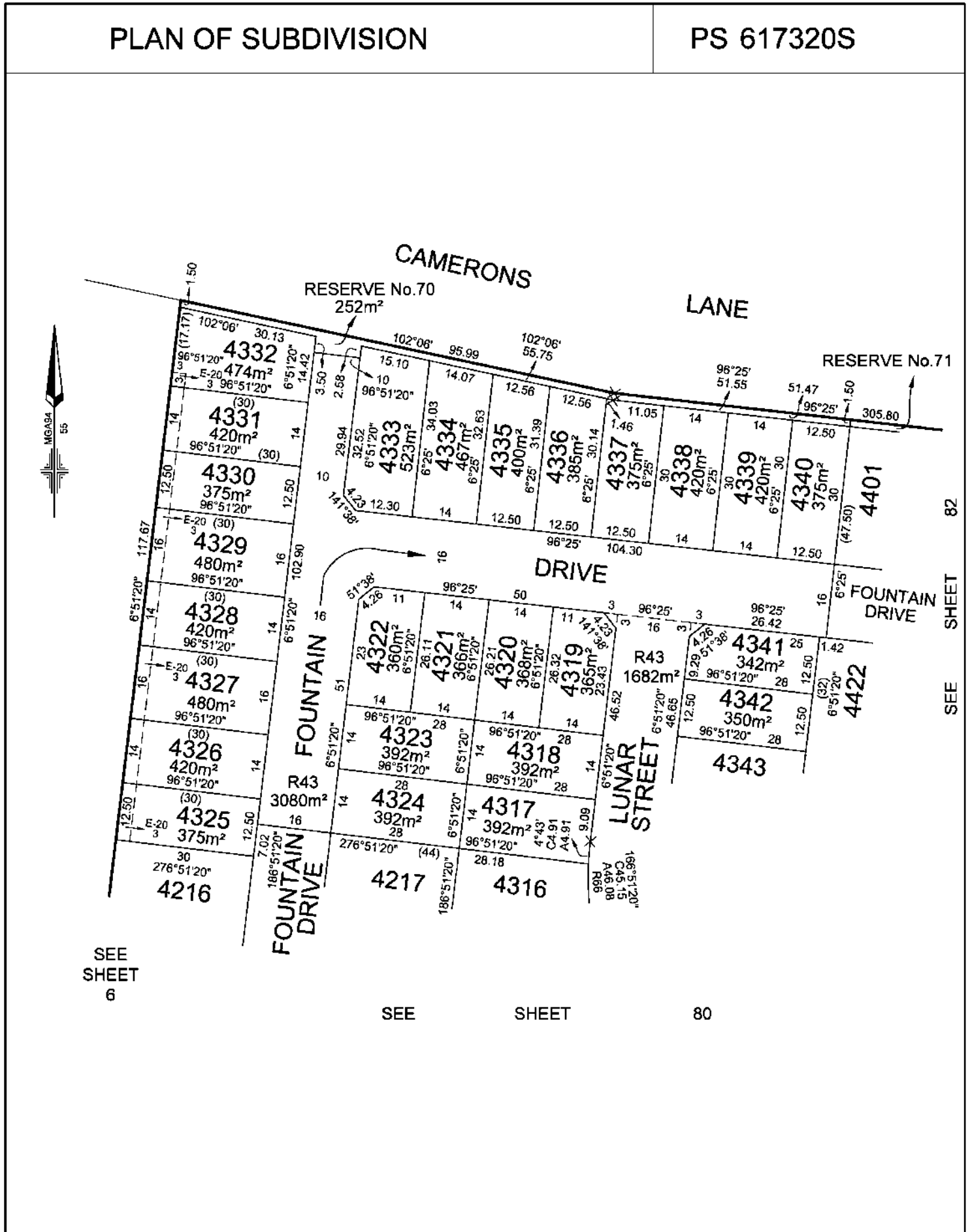
SEE SHEET 83

SEE SHEET 85

 <p><b>Lyssna Group Pty Ltd</b>                  AN 18 816 811 181                  Tel: +61 3 9616 6889                  PO Box 1096, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	 <p>0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>
	DATE: 19/08/22 DRAWING: CM0045AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 80

# PLAN OF SUBDIVISION


# PS 617320S



SEE SHEET 6

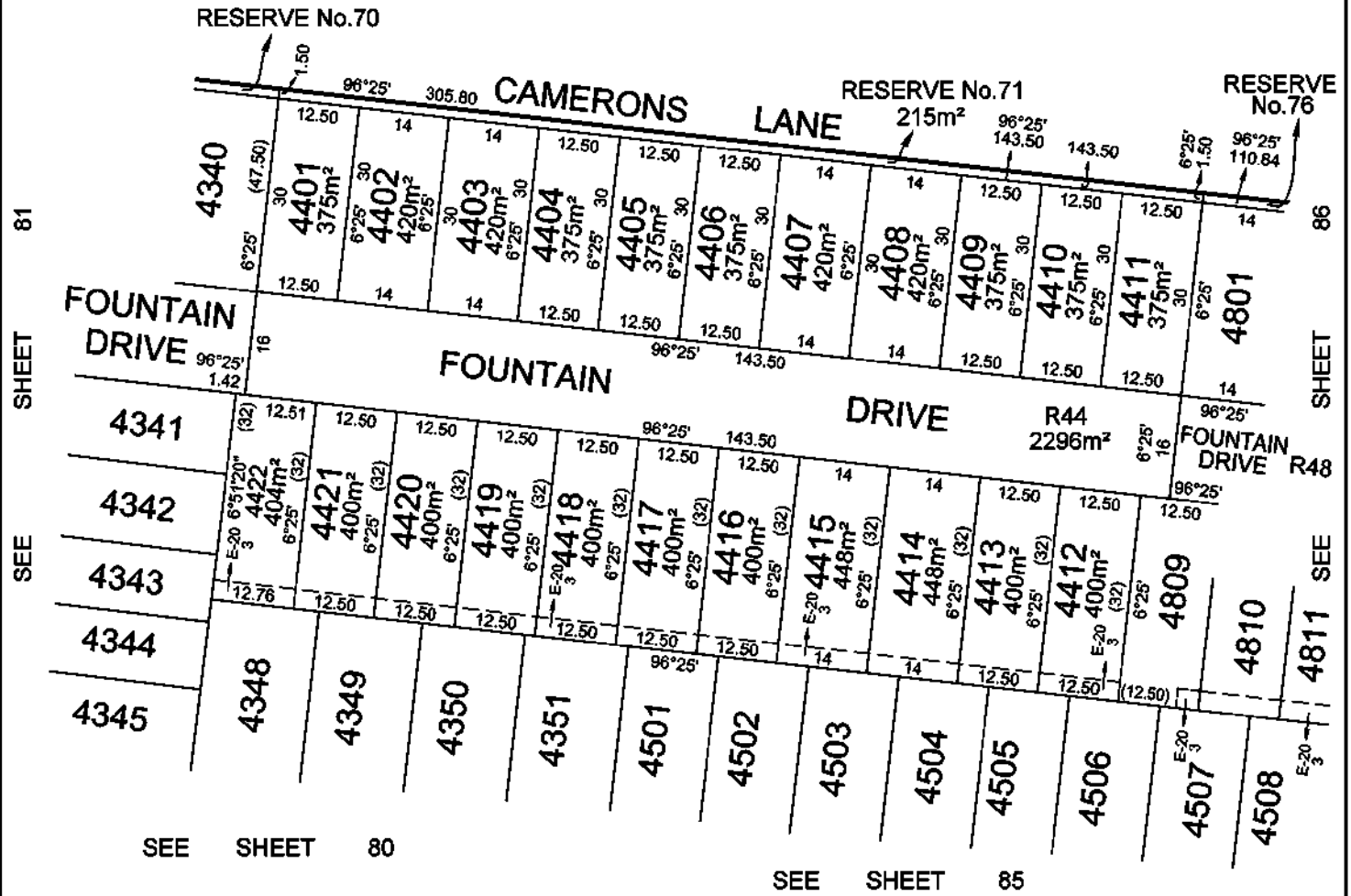
SEE SHEET 80


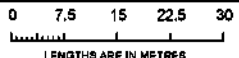
SEE SHEET 82

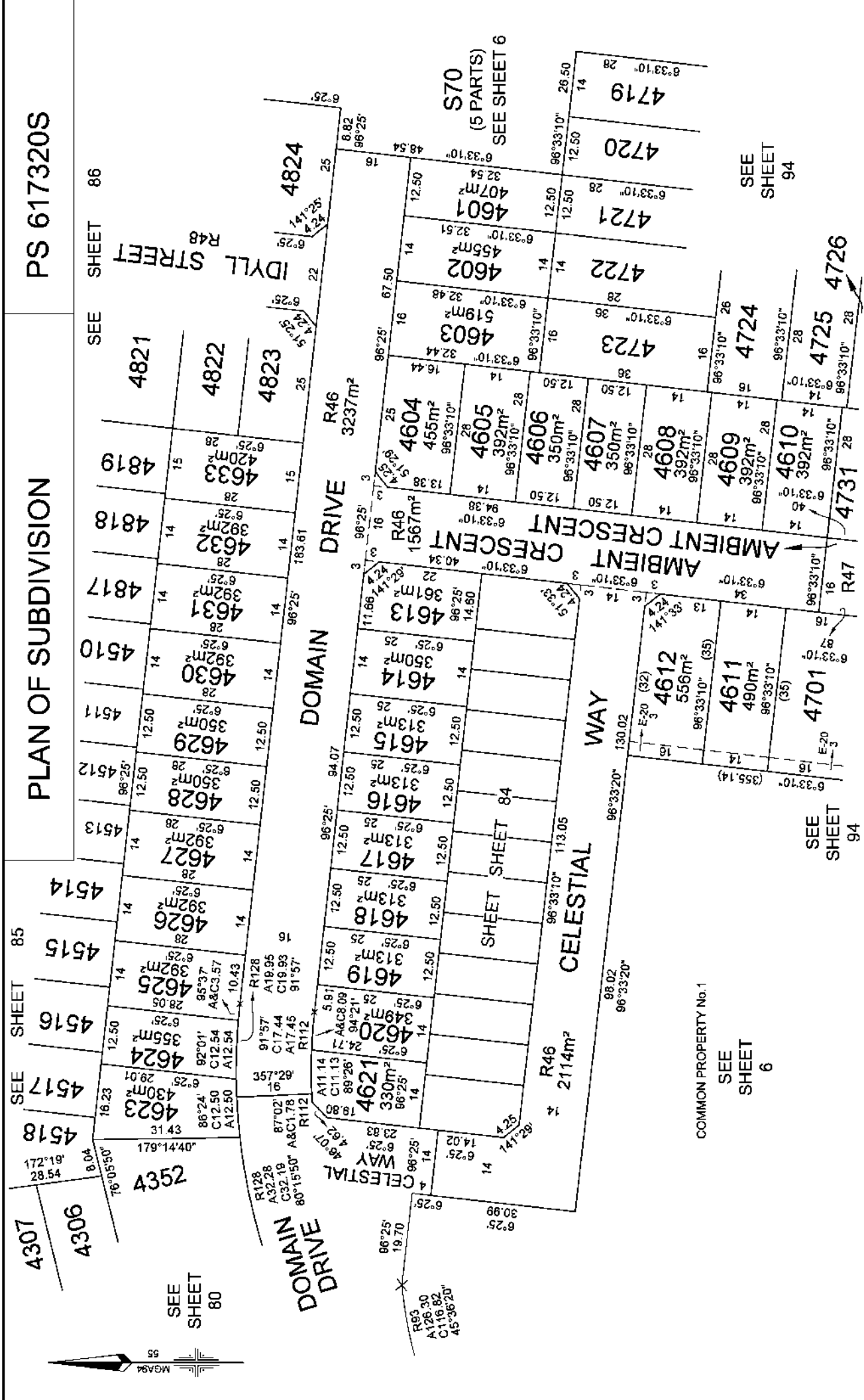
<p>MANDALAY</p>  <p><b>Lyssna Group Pty Ltd</b>                  ABN 18 616 811 191                  Tel: +61 3 9516 6899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:750</p>	<p>0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>
	<p>DATE: 27/05/22 DRAWING: CM044AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 81</p>

# PLAN OF SUBDIVISION

# PS 617320S



 <p><b>Lyssna Group Pty Ltd</b>                  ABN 58 616 811 593                  Tel +61 3 9918 6999                  PO Box 1098, South Melbourne 3206                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia                  LyssnaGroup.com</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	 <p>LENGTHS ARE IN METRES</p>
	DATE: 19/08/22 DRAWING: CM0048AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 82	



PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 85  
4514  
4515  
4516  
4517  
4518

SEE SHEET 86  
4821  
4822  
4823

SEE SHEET 80  
4307  
4306

**MANDALAY**  
 LICENSED SURVEYOR: ANDREW J. REAY  
 DATE: 01/08/24  
 DRAWING: CM0053AA  
 REFERENCE: AA0015  
 DRAWN BY: BA

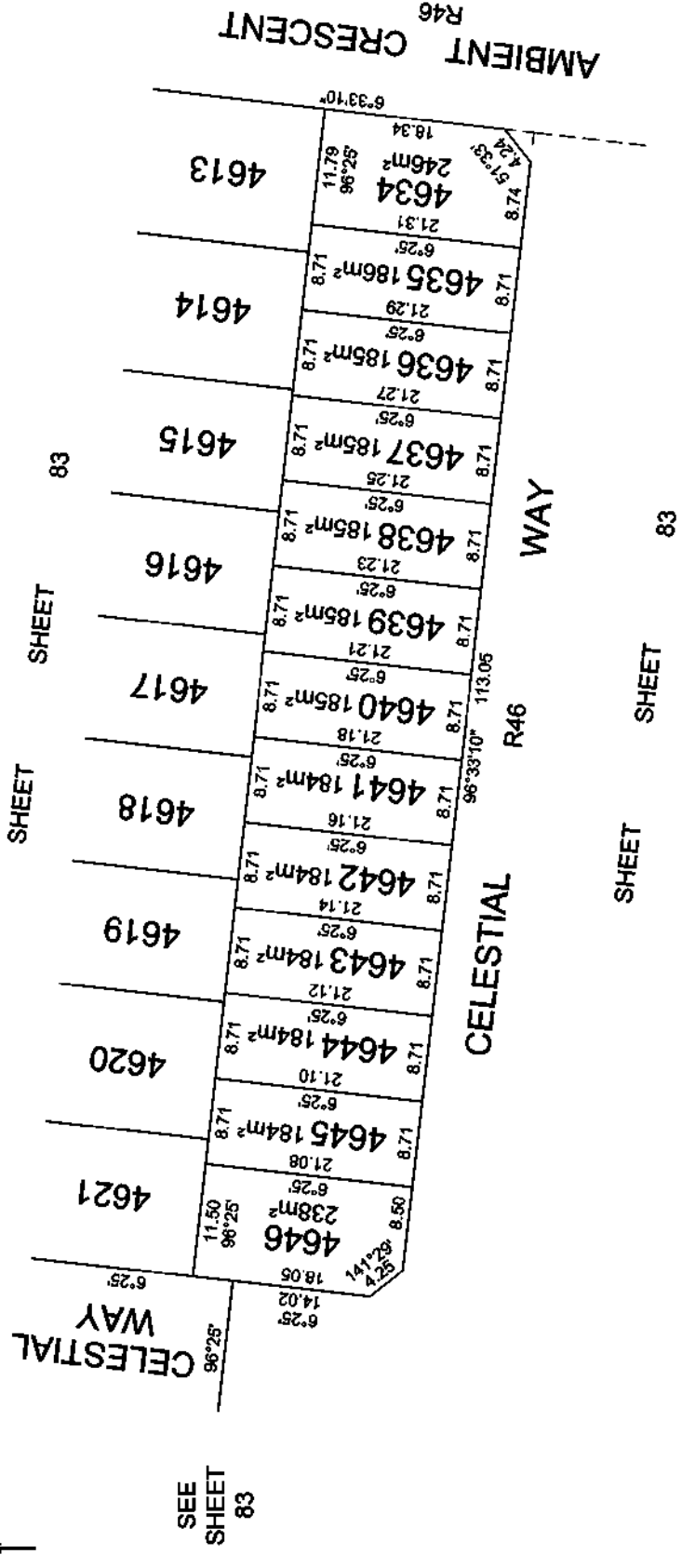
**Lyssna Group Pty Ltd**  
 ABN 19 016411 391  
 Tel: +61 3 9516 6699  
 PO Box 1094, South Melbourne 3205  
 Suite 3, 102 Doodle Street  
 Southbank VIC 3006 Australia  
 LyssnaGroup.com

SCALE: 1:750  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3  
 SHEET 83

PS 617320S


PLAN OF SUBDIVISION



SEE SHEET 83

SHEET 83

SHEET 83

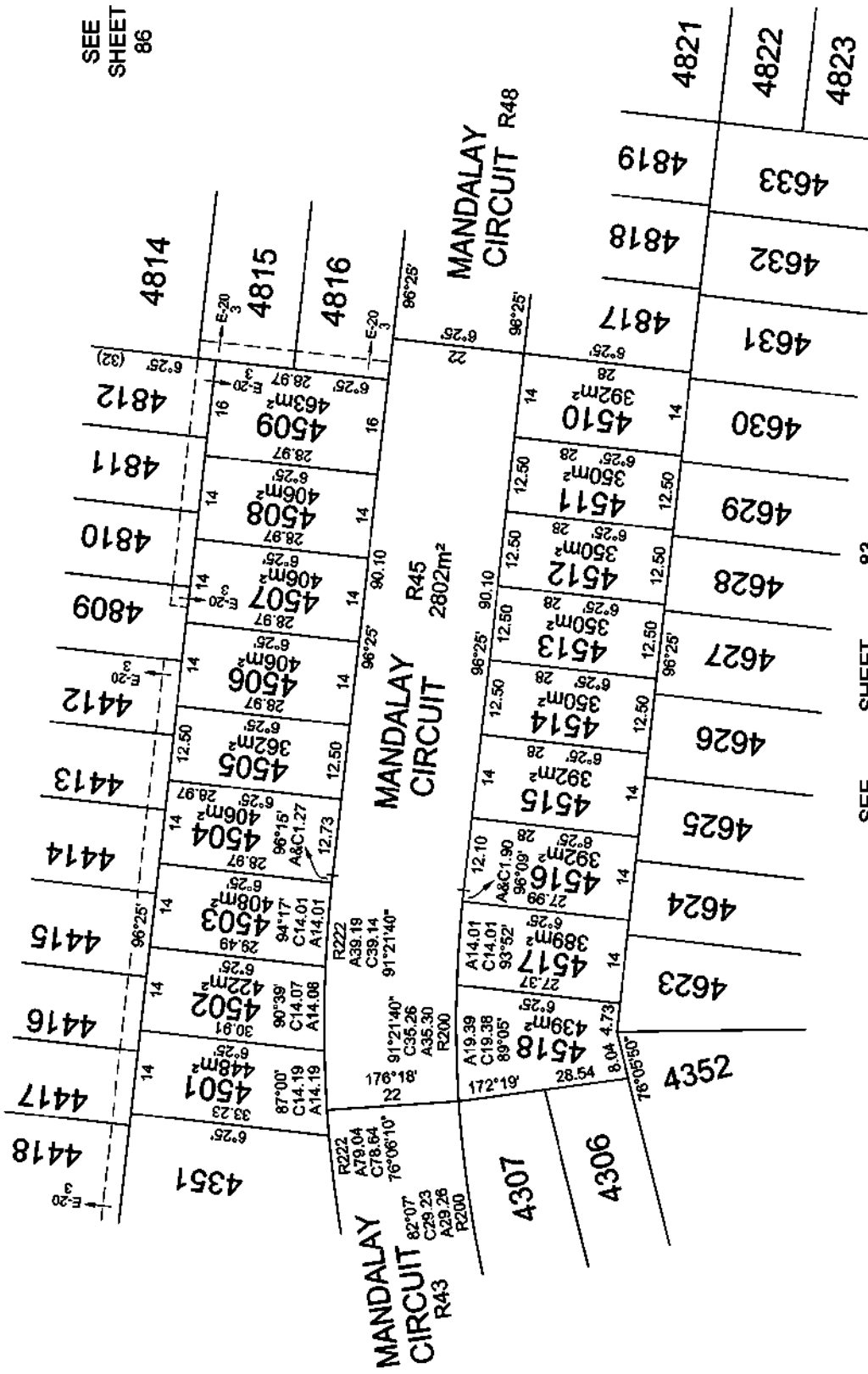
<p><b>MANDALAY</b>                  LICENSED SURVEYOR: ANDREW J. REAY</p>		<p>SCALE                  1:500</p>	<p>ORIGINAL SHEET                  SIZE: A3</p>	<p>SHEET 84</p>
<p>DATE: 19/08/22                  DRAWING: CM0046AA</p>		<p>REFERENCE: A40015                  DRAWN BY: BA</p>		
<p>                   Lyssna Group Pty Ltd                  ABN 58 616 613 051                  Tel: +61 3 9516 6699                  PO Box 1096, South Melbourne 3205                  Suite 3, 102 Doddle Street                  Southbank VIC 3005 Australia  <a href="http://LyssnaGroup.com.au">LyssnaGroup.com.au</a> </p>				

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 82

SEE SHEET 86



SEE SHEET 82

SEE SHEET 86



SHEET 85

ORIGINAL SHEET SIZE: A3

SCALE 1:750

LENGTHS ARE IN METRES

MANDALAY LICENSED SURVEYOR: ANDREW J. REAY

DATE: 19/08/22

DRAWING: CM0048AA

REFERENCE: A40015

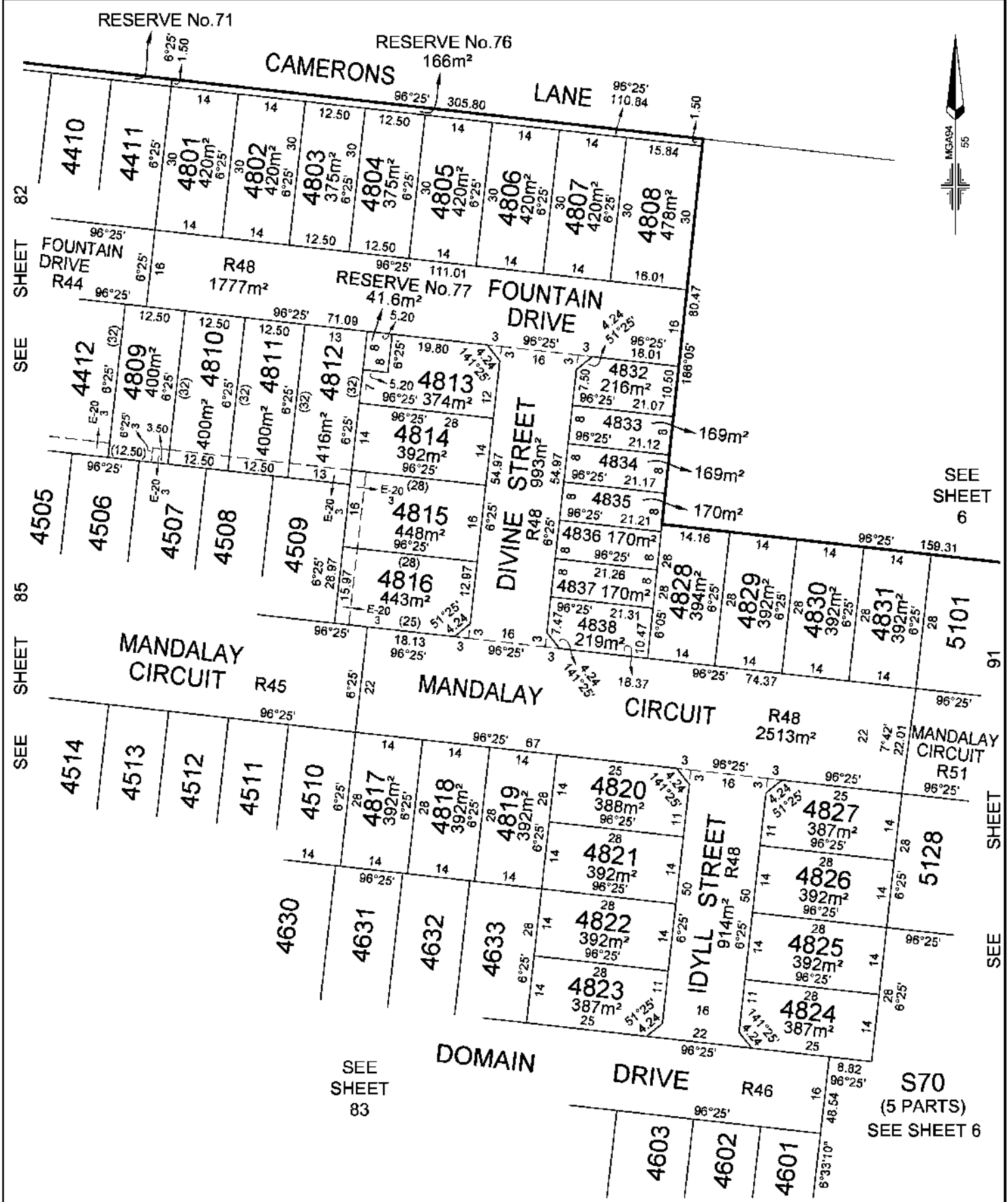
DRAWN BY: BA


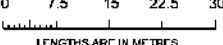
Lyssna Group Pty Ltd  
 ABN 58 616 613 076  
 Tel: +61 3 9516 6699  
 PO Box 1096, South Melbourne 3205  
 Suite 3, 102 Doddle Street  
 Southbank VIC 3005 Australia  
 www.LyssnaGroup.com



# PLAN OF SUBDIVISION

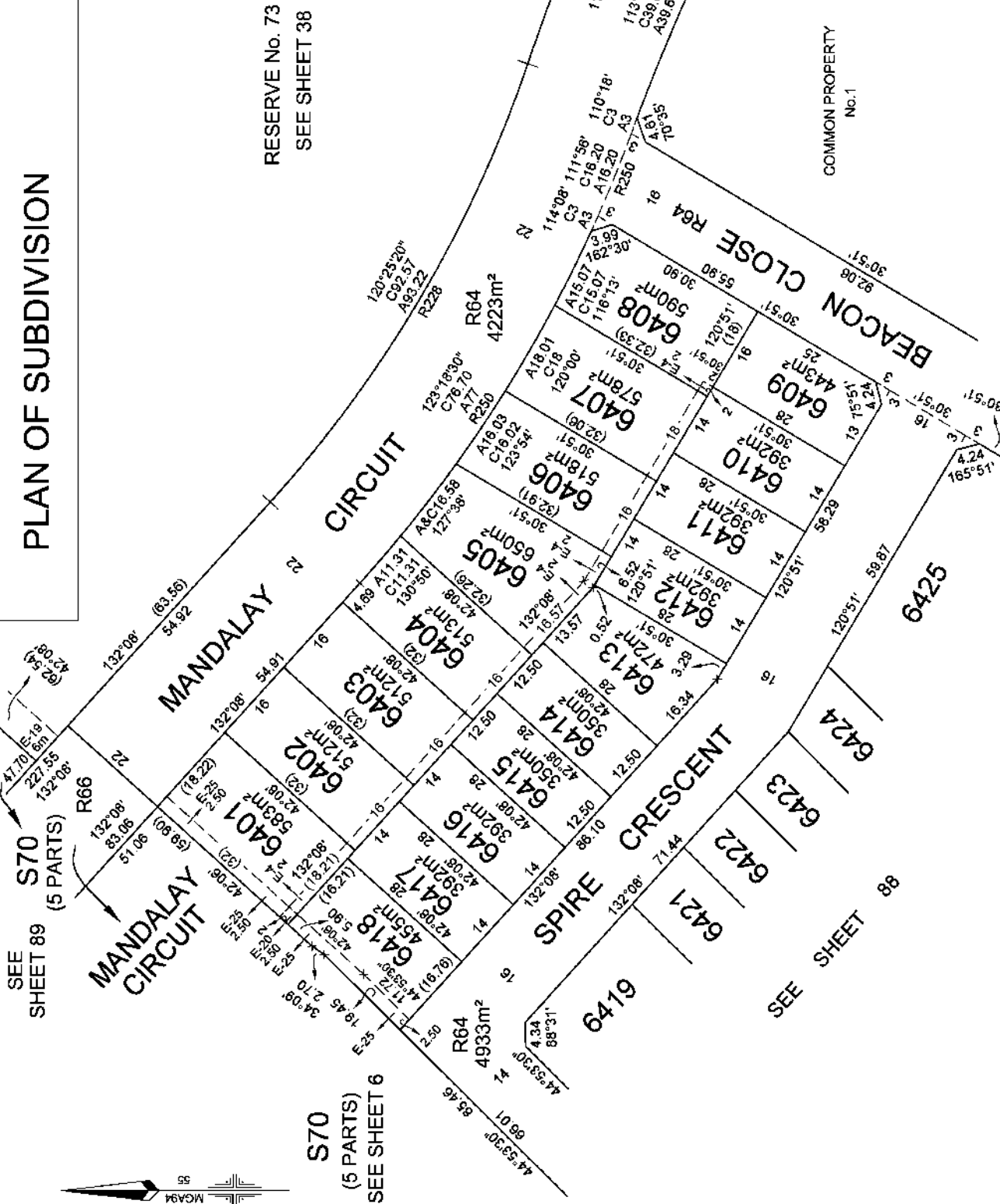
## PS 617320S



 <p><b>Lyssna Group Pty Ltd</b>          ABN 18 616 811 197          Tel: +61 3 9516 6899          PO Box 1098, South Melbourne 3205          Suite 3, 102 Dodds Street          Southbank VIC 3006 Australia</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 01/08/24      REFERENCE: AA0015          DRAWING: CM0053AA      DRAWN BY: BA</p>	<p>SCALE: 1:750</p>	 <p>LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 86</p>
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PS 617320S


PLAN OF SUBDIVISION



RESERVE No. 73  
SEE SHEET 38

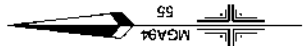
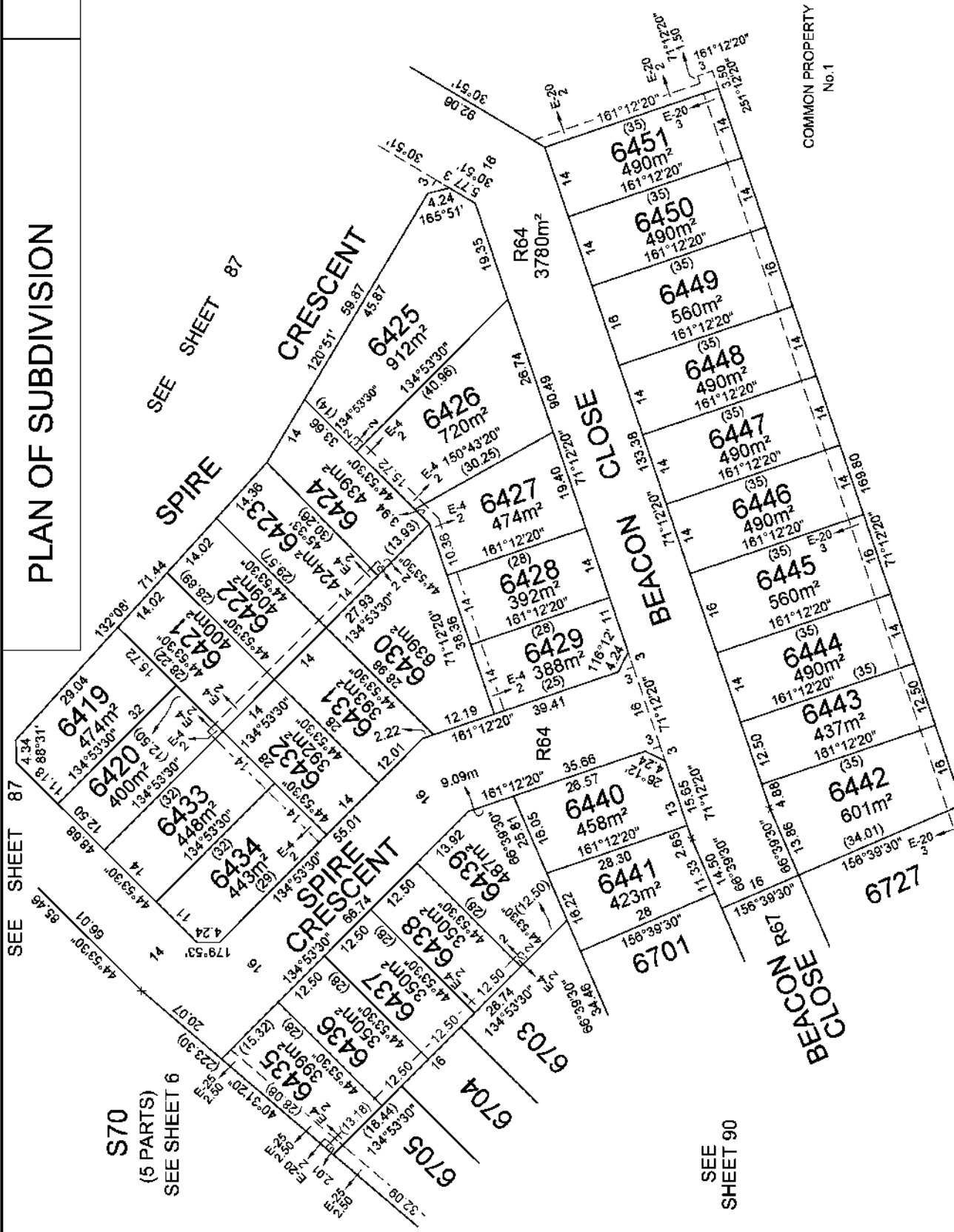
SEE SHEET 38

COMMON PROPERTY  
No.1

 <p><b>Lyssna</b> Lyssna Group Pty Ltd ABN 16 616 611 151 Tel: +61 3 9516 6699 PO Box 1096, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia lyssnagroup.com</p>	<p>MANDALAY LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 87</p>
	<p>DATE: 01/09/24 DRAWING: CM0053AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>	

PS 617320S

PLAN OF SUBDIVISION



ORIGINAL SHEET SIZE: A3

SCALE: 1:750

MANDALAY  
LICENSED SURVEYOR: ANDREW J. REAY

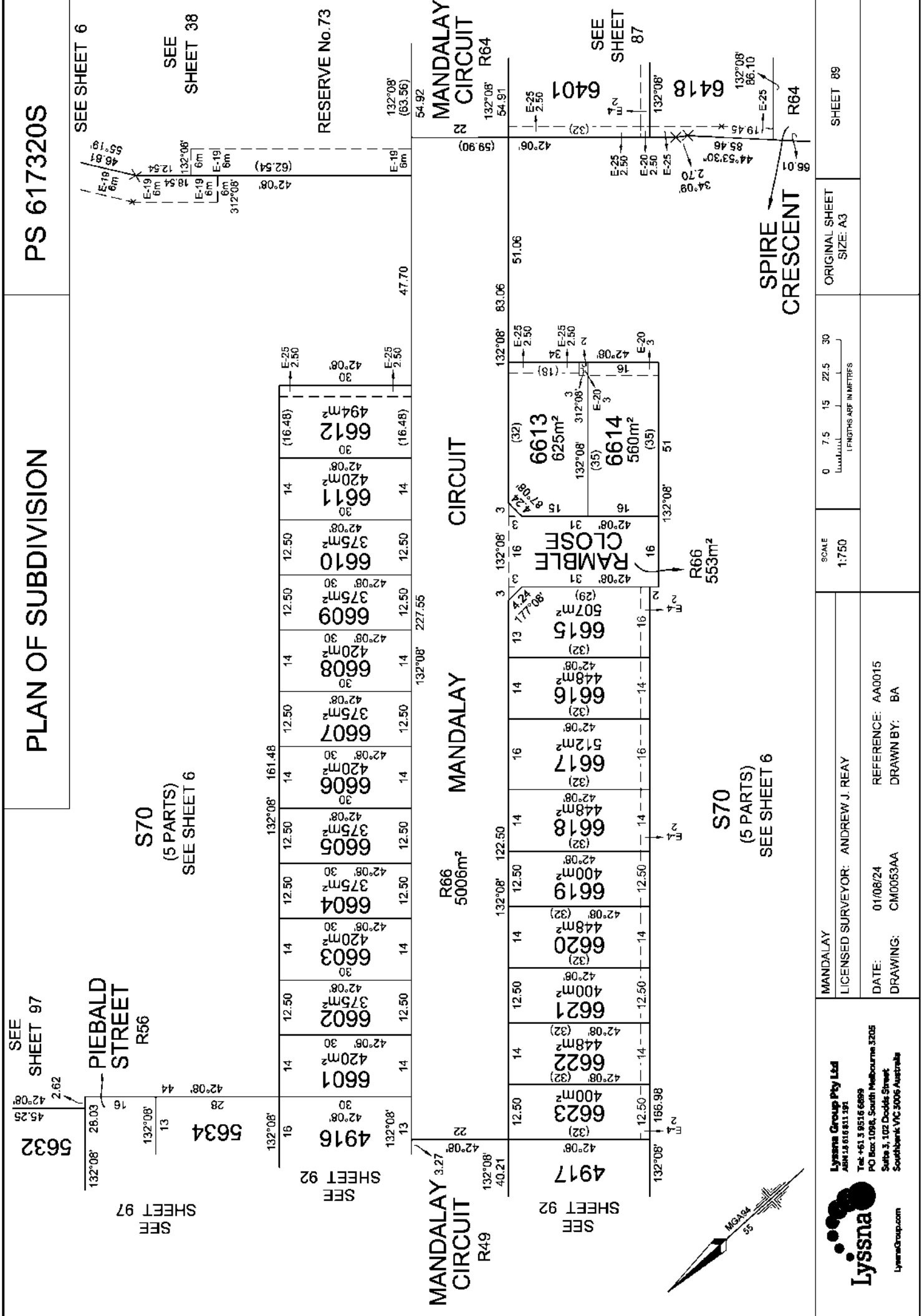
DATE: 01/09/24  
DRAWING: CM0053AA

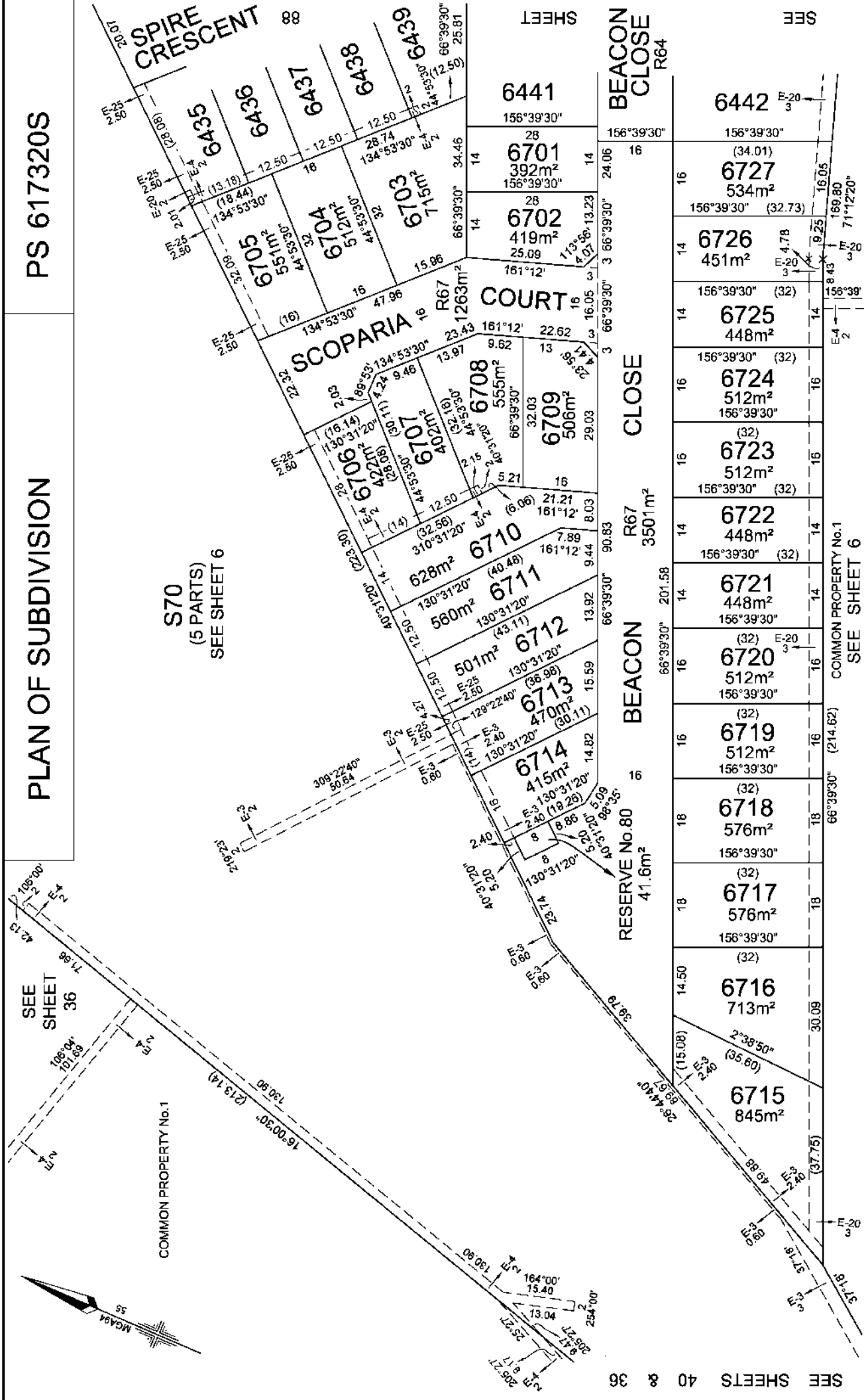
SHEET 88

0 7.5 15 22.5 30  
LENGTHS ARE IN METRES

REFERENCE: AA0015  
DRAWN BY: BA

**Lyssna Group Pty Ltd**  
 ABN 16 616 811 151  
 Tel: +61 3 9516 6699  
 PO Box 1096, South Melbourne 3205  
 Suite 3, 102 Docks Street  
 Southbank VIC 3006 Australia  
 LyssnaGroup.com





PS 617320S

PLAN OF SUBDIVISION

S70  
(5 PARTS)  
SEE SHEET 6

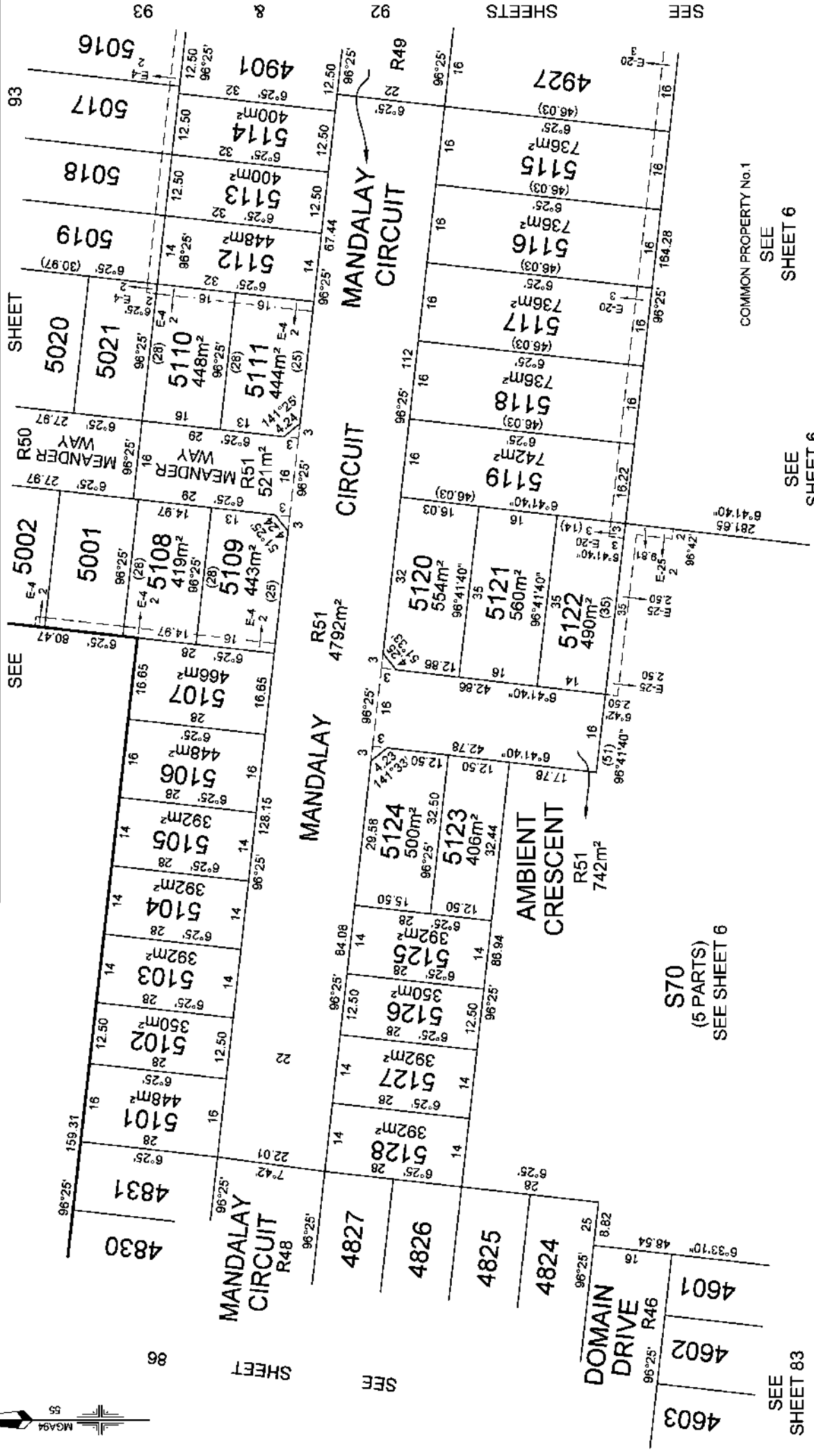
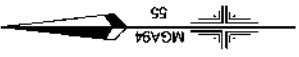
COMMON PROPERTY No. 1


SEE SHEETS 40 & 36

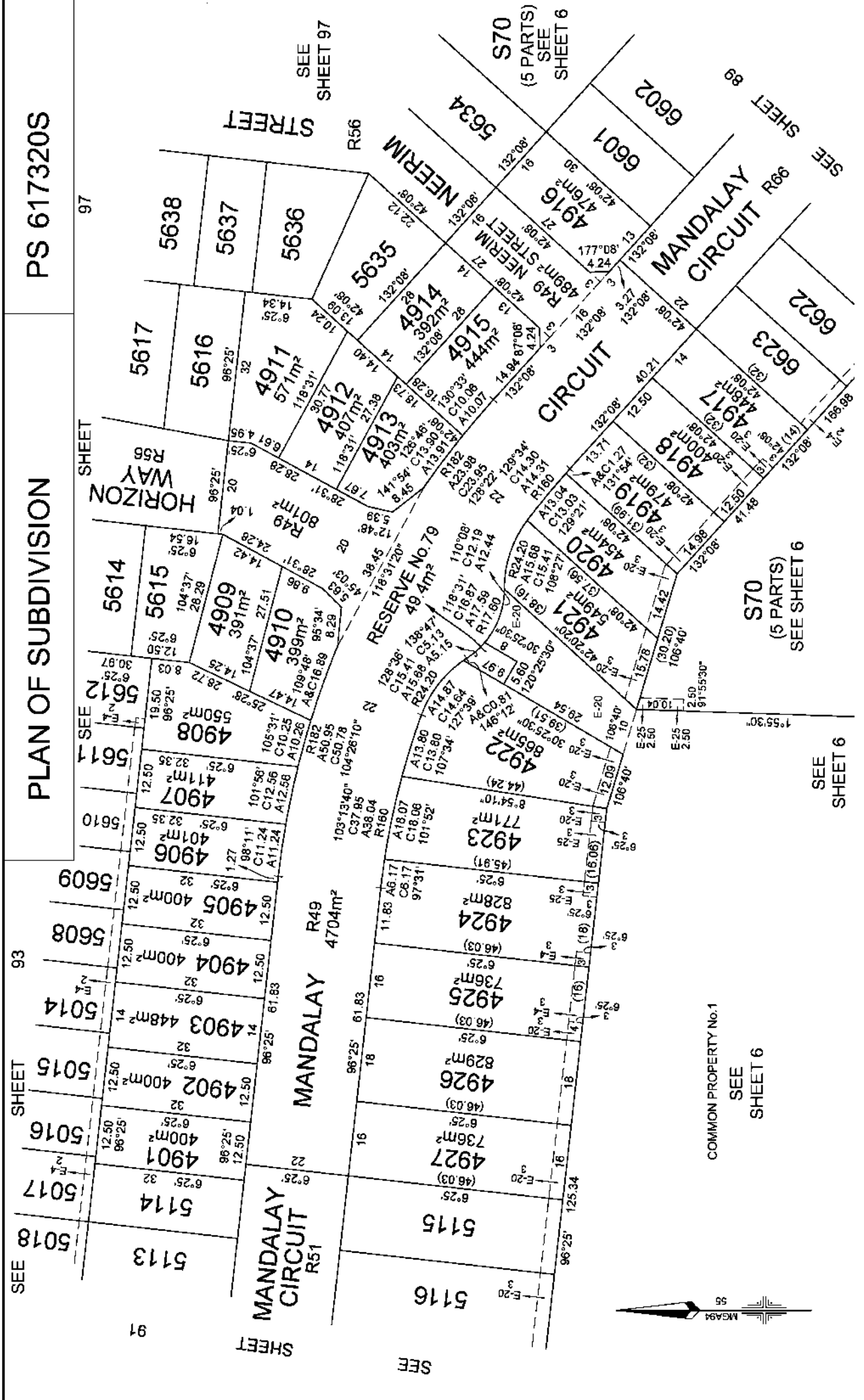
<p><b>Lyssna Group Pty Ltd</b>                  ABN 19 016 811 391                  Tel: +61 3 9516 6699                  PO Box 1094, South Melbourne 3205                  Suite 3, 102 Doodle Street                  Southbank VIC 3006 Australia</p>		<p>MANDALAY                  LICENSED SURVEYOR: ANDREW J. REAY                  DATE: 01/08/24                  DRAWING: CM0053AA</p>	<p>SCALE                  1:750</p>	<p>ORIGINAL SHEET                  SIZE: A3</p>	<p>SHEET 90</p>
<p>Lyssna                  LyssnaGroup.com</p>		<p>REFERENCE: AA0015                  DRAWN BY: BA</p>	<p>LENGTHS ARE IN METRES</p>	<p>COMMON PROPERTY No. 1                  SEE SHEET 6</p>	<p>SEE SHEET 90</p>

PLAN OF SUBDIVISION

PS 617320S



 Lyssna Group Pty Ltd Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia lyssnagroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/09/24 DRAWING: CM0053AA	SCALE: 1:750 LENGTHS ARE IN METRES 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 91
	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/09/24 DRAWING: CM0053AA	REFERENCE: AA0015 DRAWN BY: BA	SEE SHEET 83 SEE SHEET 86 SEE SHEET 87 SEE SHEET 88 SEE SHEET 89 SEE SHEET 90 SEE SHEET 92 SEE SHEET 93 SEE SHEET 94 SEE SHEET 95 SEE SHEET 96 SEE SHEET 97 SEE SHEET 98 SEE SHEET 99 SEE SHEET 100	COMMON PROPERTY No.1 SEE SHEET 6

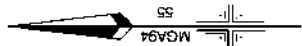
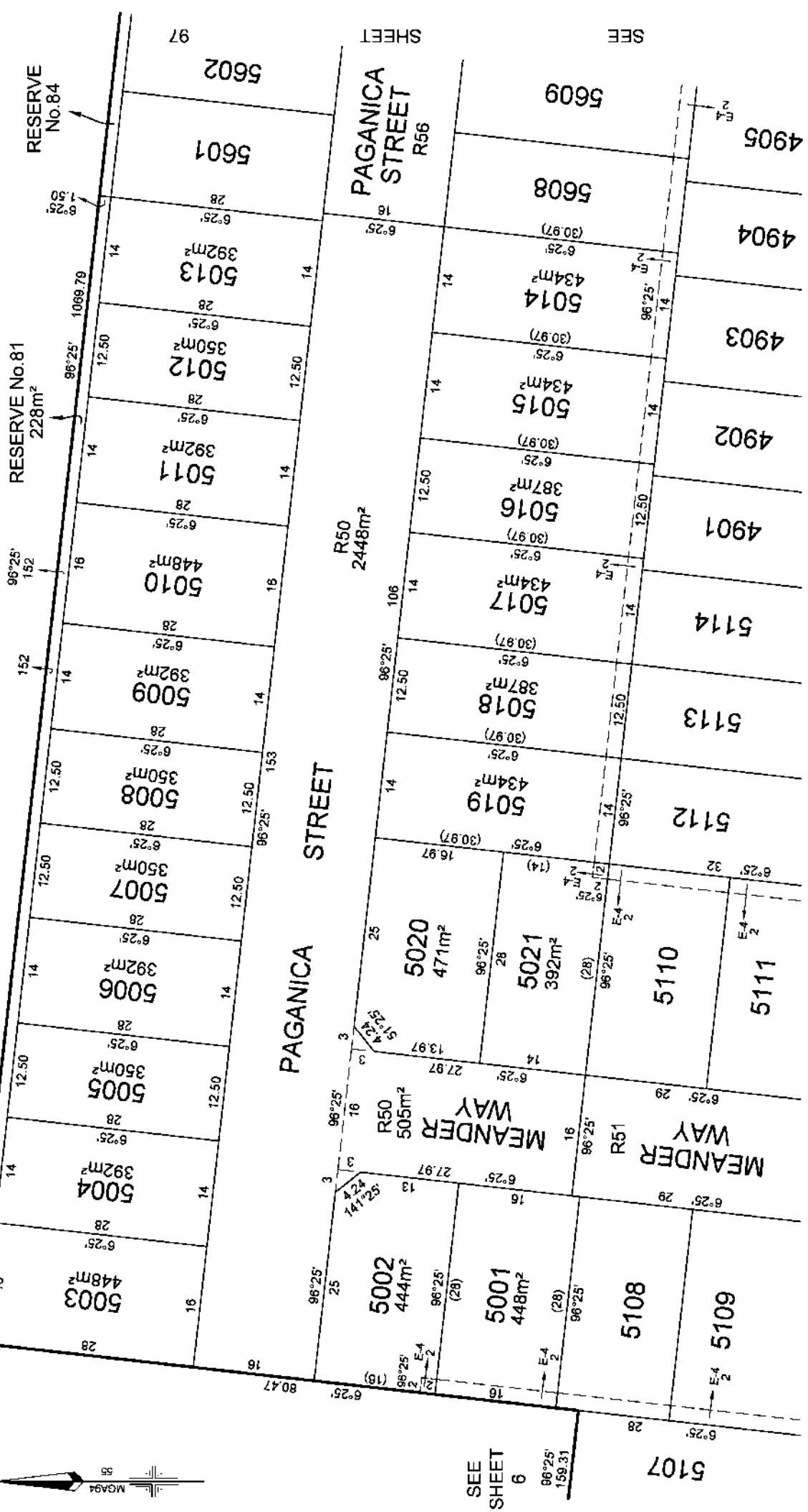


<p><b>Lyssna Group Pty Ltd</b>          Tel: +61 3 9516 6699          PO Box 1094, South Melbourne 3205          Suite 3, 102 Doodle Street          Southbank VIC 3006 Australia  <a href="http://LyssnaGroup.com">LyssnaGroup.com</a></p>	<p>MANDALAY          LICENSED SURVEYOR: ANDREW J. REAY          DATE: 01/08/24          DRAWING: CM0053AA</p>	<p>SCALE          1:750</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 92</p>
	<p>REFERENCE: AA0015          DRAWN BY: BA</p>	<p>LENGTHS ARE IN METRES</p>	<p>0 7.5 15 22.5 30</p>	<p>SEE SHEET 91</p>

PS 617320S

PLAN OF SUBDIVISION

CAMERONS LANE



SEE SHEET 6  
96°25'  
159.31

SEE

SHEETS

91

8

92

**Lyssna**  
Lyssna Group Pty Ltd  
ABN 19 018411 395  
Tel: +61 8 9516 6699  
PO Box 1098, South Melbourne 3205  
Suite 3, 102 Doodle Street  
Southbank VIC 3006 Australia  
LyssnaGroup.com

MANDALAY  
LICENSED SURVEYOR: ANDREW J. REAY  
DATE: 02/11/23  
DRAWING: CM0056AA

REFERENCE: AA0015  
DRAWN BY: BA

SCALE  
1:500  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 93

# PLAN OF SUBDIVISION

PS 617320S

SEE

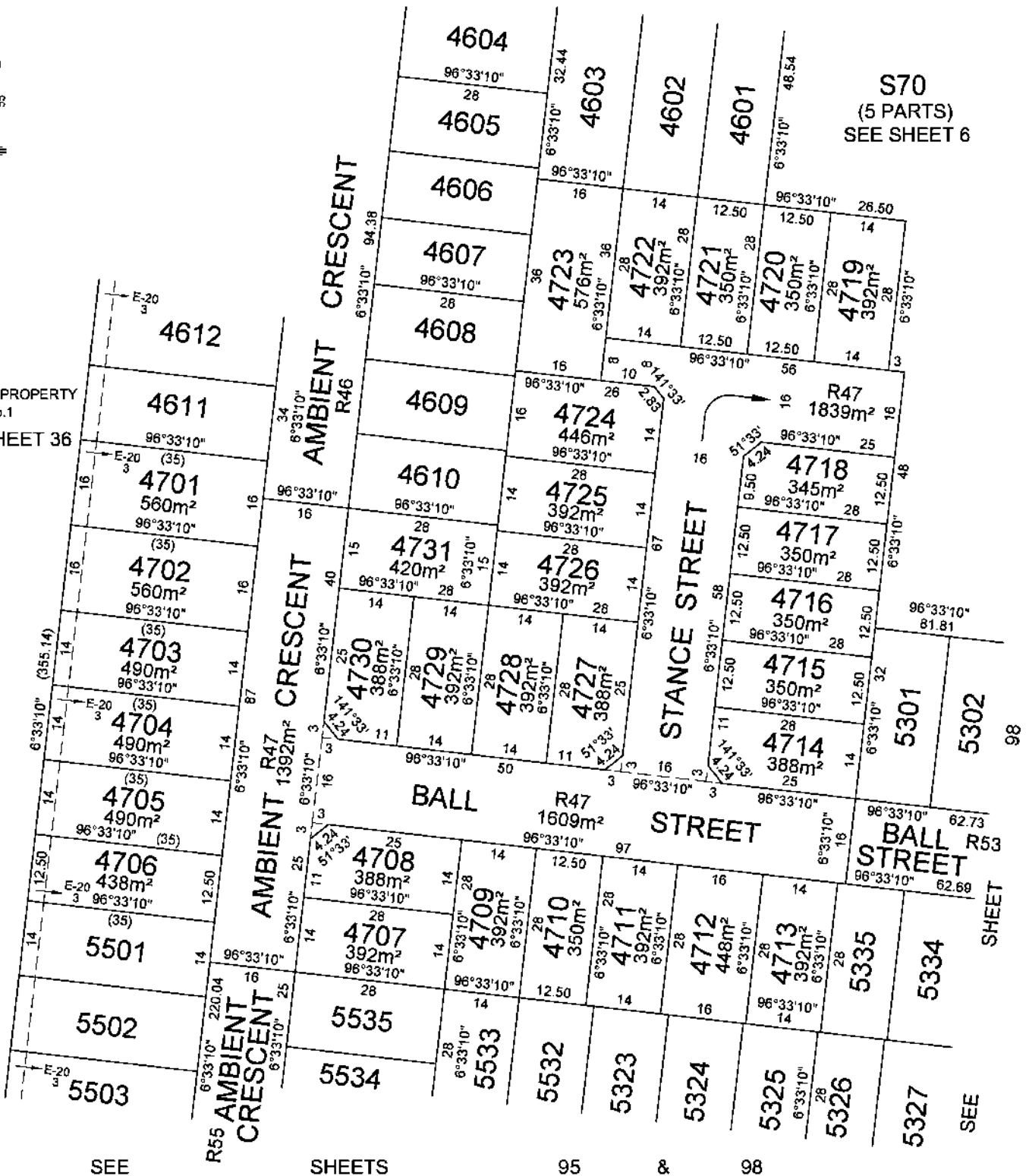
SHEET

83



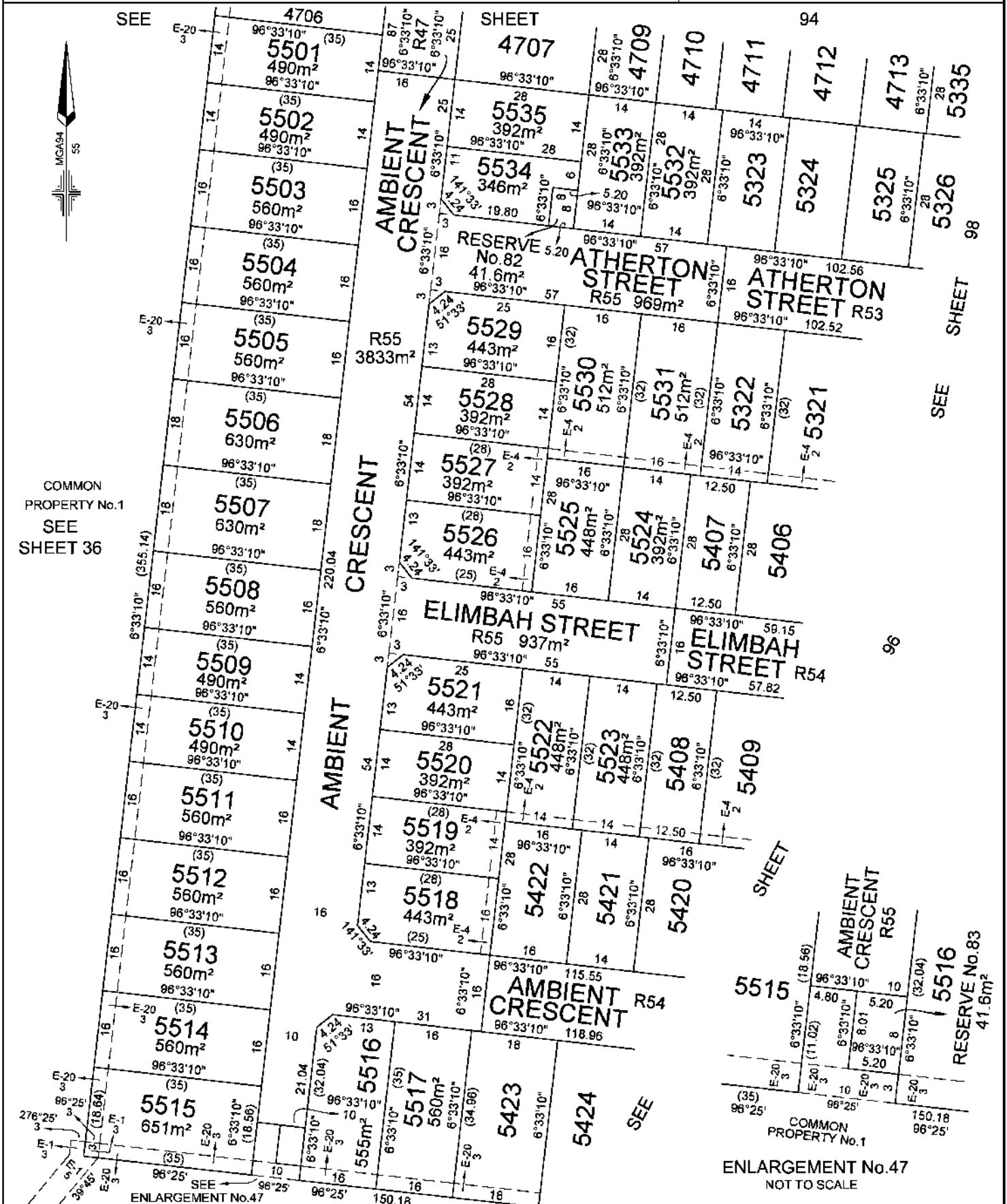
S70  
(5 PARTS)  
SEE SHEET 6

COMMON PROPERTY  
No.1  
SEE SHEET 36



# PLAN OF SUBDIVISION

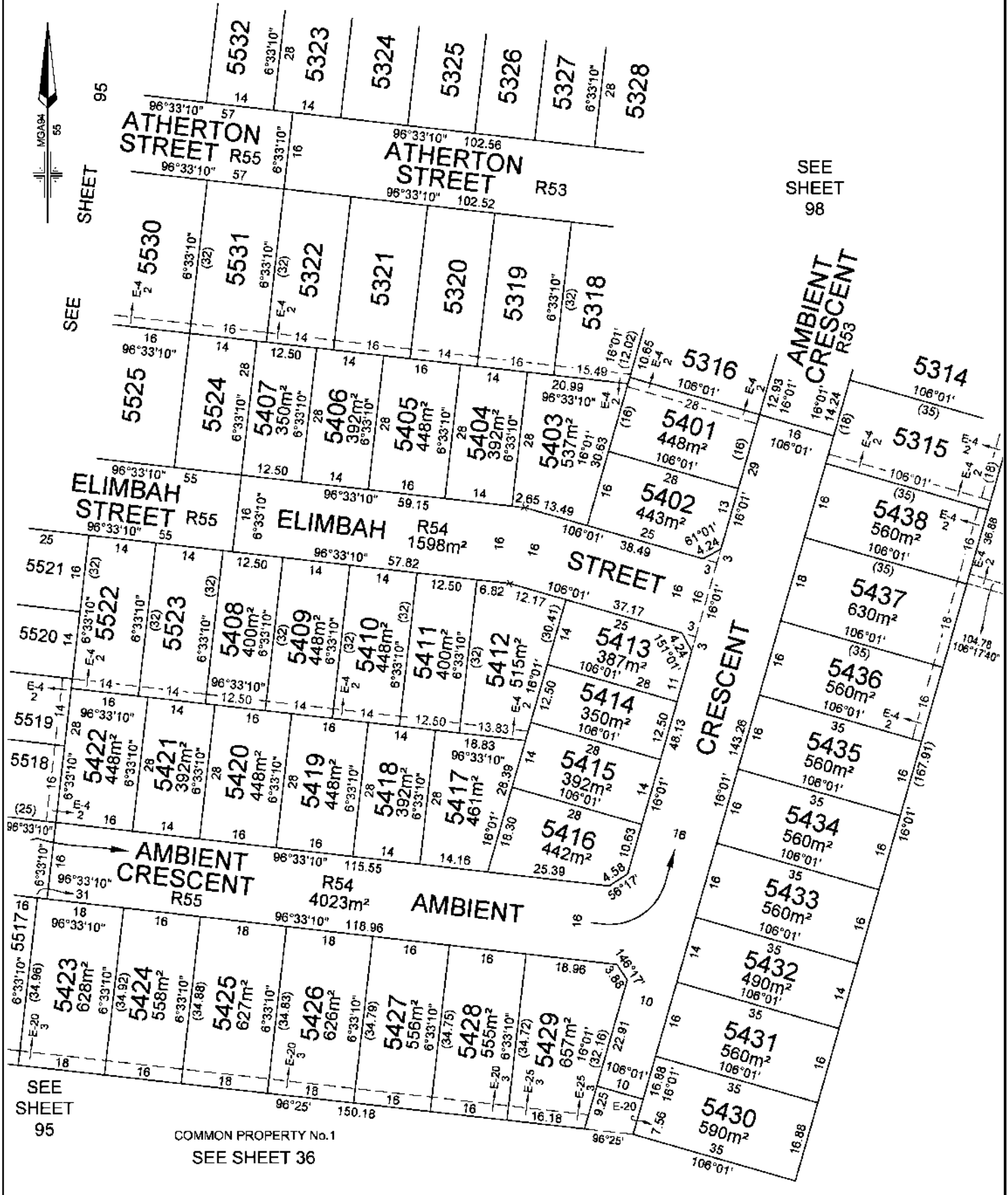
PS 617320S



<p><b>Lyssna Group Pty Ltd</b>                  ABN 18 616 811 191                  Tel: +61 3 9516 6899                  PO Box 1098, South Melbourne 3205                  Suite 3, 102 Dodds Street                  Southbank VIC 3006 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE: 1:750	
	DATE: 01/08/24 DRAWING: CM0053AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 95	

# PLAN OF SUBDIVISION

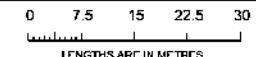
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:750



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

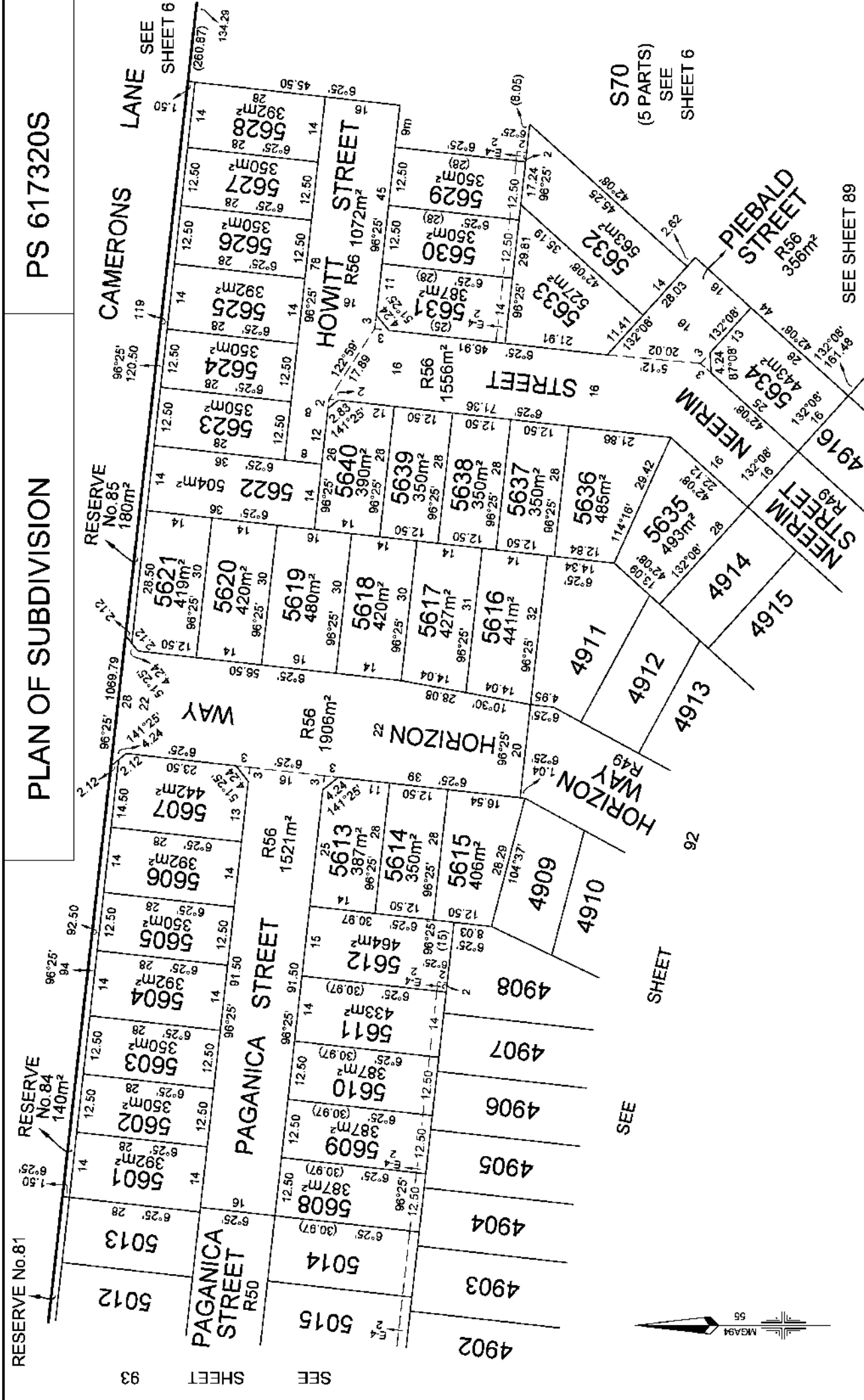
DATE: 01/08/24  
 DRAWING: CM0053AA

REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 96

# PLAN OF SUBDIVISION

## PS 617320S



<p><b>Lyssna Group Pty Ltd</b>          ABN 19 616 811 391          Tel: +61 3 9516 6699          PO Box 1094, South Melbourne 3205          Suite 3, 102 Doodle Street          Southbank VIC 3006 Australia  <a href="http://LyssnaGroup.com">LyssnaGroup.com</a></p>	<p>MANDALAY          LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE          1:750</p>	<p>ORIGINAL SHEET          SIZE: A3</p>	<p>SHEET 97</p>
	<p>DATE: 01/08/24          DRAWING: CM0053AA</p>	<p>REFERENCE: AA0015          DRAWN BY: BA</p>	<p>LENGTHS ARE IN METRES</p>	<p>SEE SHEET 89</p>

# PLAN OF SUBDIVISION

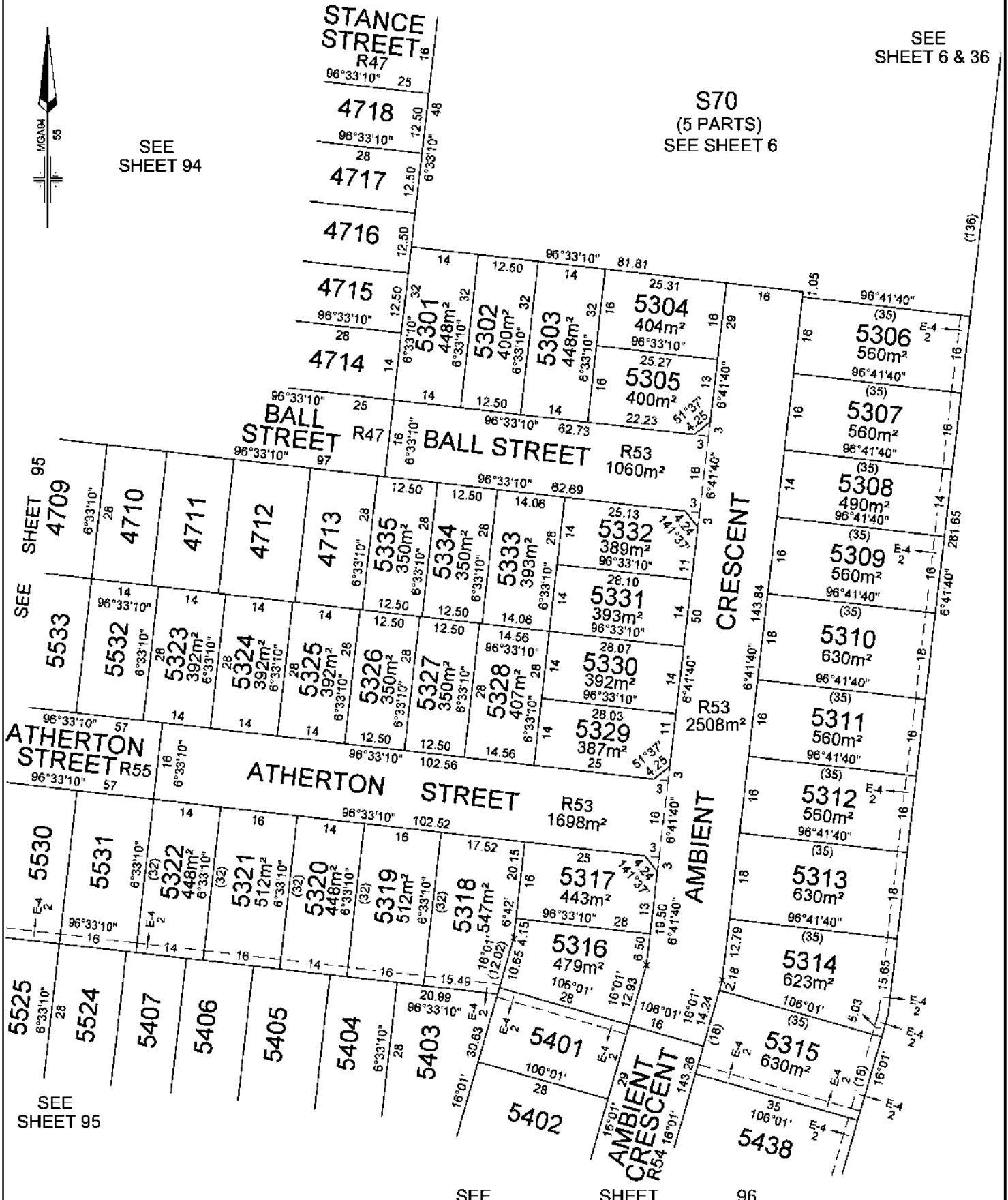
PS 617320S



SEE SHEET 94

SEE SHEET 6 & 36

S70  
(5 PARTS)  
SEE SHEET 6

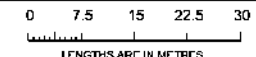


SEE SHEET 95

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE  
1:750



**Lyssna Group Pty Ltd**  
 ABN 18 616 811 197  
 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 98

**PLAN OF SUBDIVISION**

PLAN NUMBER  
**PS 617320S**

**CREATION OF RESTRICTION "A61"**

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.

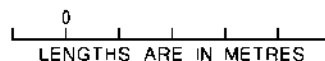
0802s.05.dwg PH/AA



**SMC**

Melbourne Survey T 9869 0813 F 9869 0901

**SCALE**



ORIGINAL  
SCALE

SHEET 99

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: ..... GERALD ROBERT SHONE .....

REF 0802S

VERSION K

# PLAN OF SUBDIVISION

# PS 617320S

## CREATION OF RESTRICTION "A1"

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

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

LICENSED SURVEYOR: ANDREW J. REAY



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DATE: 01/08/24  
 DRAWING: CM0053AA

REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 100

# PLAN OF SUBDIVISION

# PS 617320S

## CREATION OF RESTRICTION "A1" CONTINUED

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

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/08/24 REFERENCE: AA0015  
 DRAWING: CM0053AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 101

# PLAN OF SUBDIVISION

# PS 617320S

## CREATION OF RESTRICTION "A2"

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

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

## DESCRIPTION OF RESTRICTION

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

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DATE: 01/08/24  
 DRAWING: CM0053AA

REFERENCE: AA0015  
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 102

# 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 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



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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/08/24 REFERENCE: AA0015  
 DRAWING: CM0053AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 103

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

## PLAN NUMBER

# PS617320S

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

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

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

## PLAN NUMBER

# PS617320S

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

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

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

## PLAN NUMBER

# PS617320S

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

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

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

**PLAN NUMBER****PS617320S**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S95	LOTS 4201-4237, S52, RD R42 & RES 75	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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**Subdivision or consolidation  
Section 22 Subdivision Act 1988**

**PS617320S/S36**

07/06/2018

\$6,854.90

PS ent



is  
priority

maintaining publicly searchable registers and indexes.

Lodged by

Name:

*Fastrack Conveyancing*

Phone:

Address:

Reference:

Customer code:

*13932<sup>x</sup>*

The applicant applies for registration of the plan.

Land: (volume and folio)

VOLUME *11977* FOLIO *349* (LOT S41 ON PS617320S)  
*11986* *666.*

Applicant: (full name and address, including postcode)

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

Plan no.: 617320S / S36      SPEAR no.: (if applicable) S107113A      Stage no.: (if applicable) 36

Council in which land is located: MITCHELL SHIRE COUNCIL

Signing:

35271702A

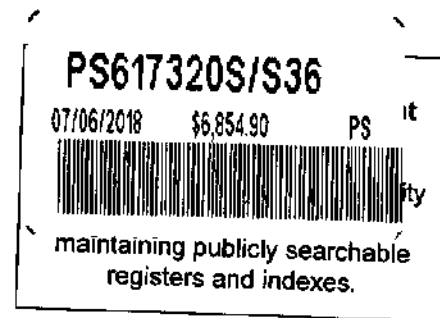
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Page 1 of 2

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Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Subdivision or consolidation**  
**Section 22 Subdivision Act 1988**



**Certifications**

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

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

Signature

Execution Date

7/6/18

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Page 2 of 2

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**FASTRACK**

CONVEYANCING PTY LTD

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



Our Ref: MB:0101677

Your Ref:

23 May 2018

Land Titles Office  
570 Bourke Street  
MELBOURNE VIC 3000

Dear Sir/Madam,

**Re: Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd  
Consent and Order to Register PS617320S/S36**

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 S41 of PS607320S (Being part of the Land contained in Volume 11979 Folio 349) in relation to lodgement of Plan of Subdivision PS617320S/S36 and Discharge of Mortgage AQ492280G over Lots 3601 to 3631 (inclusive) issuing from this Plan.

Beveridge Property Developers Pty Ltd and Beveridge Land Pty Ltd consent to registration of PS617320S/S36 Version F, and request the Registrar issue the eCT Control back to Corrs Chambers Westgarth who act on behalf of ANZ Banking Group Limited.

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

Yours faithfully,

**FASTRACK CONVEYANCING PTY. LTD.**

Per: 

Direct Phone: 9915 5539

Direct Fax: 9038 4912

Email: melissa@fastrackconveyancing.com.au

Enc. 497 Blackburn Road  
Mount Waverley Vic  
3149 Australia

Correspondence to:  
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Mount Waverley Vic 3149

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



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

AG754756L 13 38

15/09/2009 \$102.90 173



F  
The information under statutory provisions for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: JT/WL 09/0908

Customer Code: 1662T



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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer *(full name)*:

PETER HALTON A/CEO

Date:

14. September 2009

**AG754756L**

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  
Ailsa 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 6488

[www.claytonutz.com](http://www.claytonutz.com)

Our reference 14709/14193/80051208

Legal\106779116.5

**AG754756L**

15/09/2009 \$102.90 173



**Contents**

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

**AG754756L**

15/09/2009 \$102.90 173



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

**Parties**

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

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

**Background**

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

**Operative provisions**

---

**1. Definitions and interpretations**

**1.1 Definitions**

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

AG754756L

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

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

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

**"Scheme"** means the Mitchell Planning Scheme.

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

## 1.2 Interpretation

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

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

**AG754756L**

15/09/2009 \$102.90 173



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

**AG754756L**

15/09/2009 \$102.90 173



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

---

## **2. Agreement under section 173 of the Act**

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

---

## **3. Commencing and effect of agreement**

### **3.1 Commencing and termination of agreement**

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

### **3.2 Covenants**

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

---

## **4. Obligations of the Owner**

### **4.1 Restriction on Subdivision of Lots**

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

### **4.2 Restriction on number of Dwellings**

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

---

## **5. Owner's Warranties**

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

---

## **6. Registration**

### **6.1 Registration**

The Owner:

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

**AG754756L**



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

## **6.2 Notice**

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

---

## **7. Non-compliance**

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

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

---

## **8. Disputes**

### **8.1 Dispute resolution**

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

### **8.2 Unresolved dispute**

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

**AG754756L**



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

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

---

**9. General**

**9.1 Further acts**

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

**9.2 Successors in title**

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

**AG754756L**

15/09/2009 \$102.90 173



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

**9.3 Council's costs to be paid**

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

**9.4 Governing law**

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

**9.5 Jurisdiction**

Each party irrevocably:

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

**9.6 Notices**

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

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

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

**AG754756L**

15/09/2009 \$102.90 173



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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:**

*Natalie Graham*

Signature of Secretary/other Director

**Natalie Graham**

Name of Secretary/other Director in full

*George Kline*

Signature of Director or Sole Director and Secretary

**GEORGE KLINE**

Name of Director or Sole Director and Secretary in full


AG754756L

15/09/2009 \$102.90 173




The Common Seal of Mitchell Shire Council  
was hereto affixed on the 14<sup>th</sup> September 2009  
with the authority of Council



  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

*Acting*   
\_\_\_\_\_  
Chief Executive



**TISHER LINER & CO.**  
**LAWYERS**

**AG754756L**

15/09/2009 \$102.90 173



Registrar of Titles  
Land Titles Office  
570 Bourke Street  
MELBOURNE VIC 3000

OUR REF: JT/WL:09/0908  
CONTACT: Wendy Lamb  
DIRECT EMAIL: wlamb@tisherliner.com.au  
YOUR REF:  
DATE: 15 September 2009

Dear Sir,

Re: Beveridge Land Pty Ltd  
Ppty: Stage 1 Camerons Lane, Beveridge  
Certificate of Title Volume 11121 Folio 143

We confirm that we act on behalf of the Registered Proprietor of the above property.

We enclose herewith the following for registration by the Registrar of Titles:-

1. Section 181 Application;
2. Section 173 Agreement (Land Owners Obligations);
3. Section 181 Application;
4. Section 173 Agreement (Developer's Obligations).

We hereby request that the enclosed Section 173 Agreements be lodged and registered as pre-dealings to Plan of Subdivision No. 617320S – Stage 1 which was lodged with the Registrar on 8 September 2009.

Yours faithfully  
**TISHER LINER & CO.**

per 

Jonathan Tisher  
Partner

Enc.

**JONATHAN PAUL TISHER**  
of 317 Latrobe Street, Melbourne 3000  
A natural person who is an Australian  
Legal Practitioner within the meaning of  
the Legal Profession Act 2004.

317 LaTrobe Street, Melbourne Victoria 3000  
DX 181 Melbourne

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

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

PARTNERS: FRANK TISHER LL.B. (Hons.) B.Com. Accredited Property Law Specialist

SIMON ABRAHAM LL.B. B.E. Accredited Commercial Litigation Specialist

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

DENNIS LINER B.A. LL.B. FTIA Accredited Mediation Specialist

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

JENNY GARNHAM LL.B.

ALAN GOLDSTONE LL.B.

SAM RECHT



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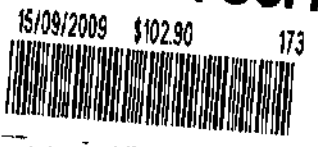
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AG754783H 113 998



The information under statute... purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: STWL 09/0908.

Customer Code: 1662T

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

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

Date:

14th September 2009

**AG754783H**

15/09/2009 \$102.90 173



**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  
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Our reference 14709/14193/80051208

Legal\110432099.2

AG754783H

15/09/2009 \$102.90 173



**Contents**

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

**AG754783H**

15/09/2009 \$102.90 173



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

**Parties**

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

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

**Background**

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

**Operative provisions**

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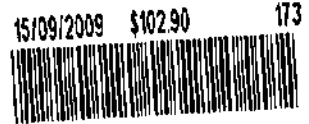
**1. Definitions and Interpretations**

**1.1 Definitions**

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

AG754783H



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

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

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

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

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

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

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

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

**"Design/Functional Brief"** means:

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

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

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

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

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

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

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

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

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

**AG754783H**

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

**"Scheme"** means the Mitchell Planning Scheme.

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

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

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

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

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

**1.2 Interpretation**

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

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

**AG754783H**

15/09/2009 \$102.90 173



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

**AG754783H**

15/09/2009 \$102.90 173



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

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

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

**3. Commencing and effect of agreement**

**3.1 Commencing and termination of agreement**

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

**3.2 Covenants**

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

**4. Obligations of the Owner and Council**

**4.1 Community Facilities**

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

**AG754783H**

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

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

for sufficient time to accommodate demand;

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

**AG754783H**

15/09/2009 \$102.90 173



#### **4.2 Other Services and Facilities**

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

#### **4.3 Drainage Infrastructure**

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

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

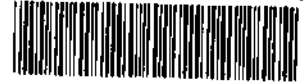
- (a) The Owner must create an Owners Corporation on the first plan of subdivision lodged in respect of the Land.
- (b) Council must maintain all Public Land in accordance with the Standard Service Levels, other than during the period two years from the date of registration of the Stage 1 Plan, for which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

#### **4.5 Shared Path**

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

**AG754783H**

15/09/2009 \$102.90 173



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

---

## **5. Owner's Warranties**

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

---

## **6. Registration**

### **6.1 Registration**

The Owner:

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

### **6.2 Notice**

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

---

## **7. Non-compliance**

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

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

---

## **8. Disputes**

### **8.1 Dispute resolution**

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

**AG754783H**

15/09/2009 \$102.90 173



## **8.2 Unresolved dispute**

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

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

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

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

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

**AG754783H**

15/09/2009 \$102.90 173



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

**9. General**

**9.1 Further acts**

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

**9.2 Successors in title**

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

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

**9.3 Council's costs to be paid**

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

**9.4 Governing law**

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

**9.5 Jurisdiction**

Each party irrevocably:

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

**AG754783H**

15/09/2009 \$102.90 173



**9.6 Notices**

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

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

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

---

**10. Ending of Agreement**

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

---

**11. GST**

**11.1 Interpretation**

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

**11.2 GST exclusive amount**

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

AG754783H

15/09/2009 \$102.90 173



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

**11.3 Creditable acquisition**

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

**11.4 Tax invoice**

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

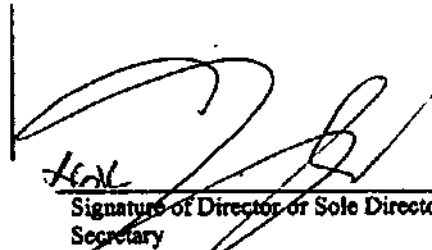
**Executed as an agreement under Division 2 of Part 9 of the Act**

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

  
\_\_\_\_\_  
Signature of Secretary/other Director

**Natalie Graham**


\_\_\_\_\_  
Name of Secretary/other Director in full


  
\_\_\_\_\_  
Signature of Director or Sole Director and Secretary


**GEORGE KLINE**

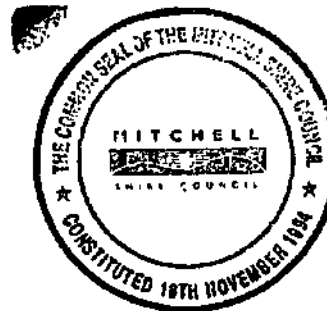
\_\_\_\_\_  
Name of Director or Sole Director and Secretary in full

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

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
ACTING Chief Executive



**AG754783H**

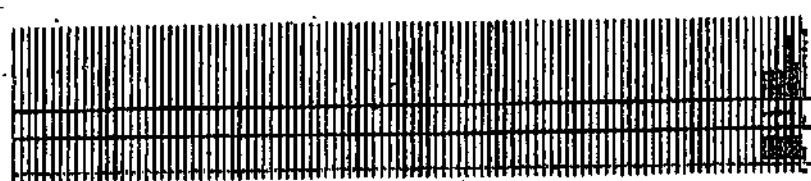
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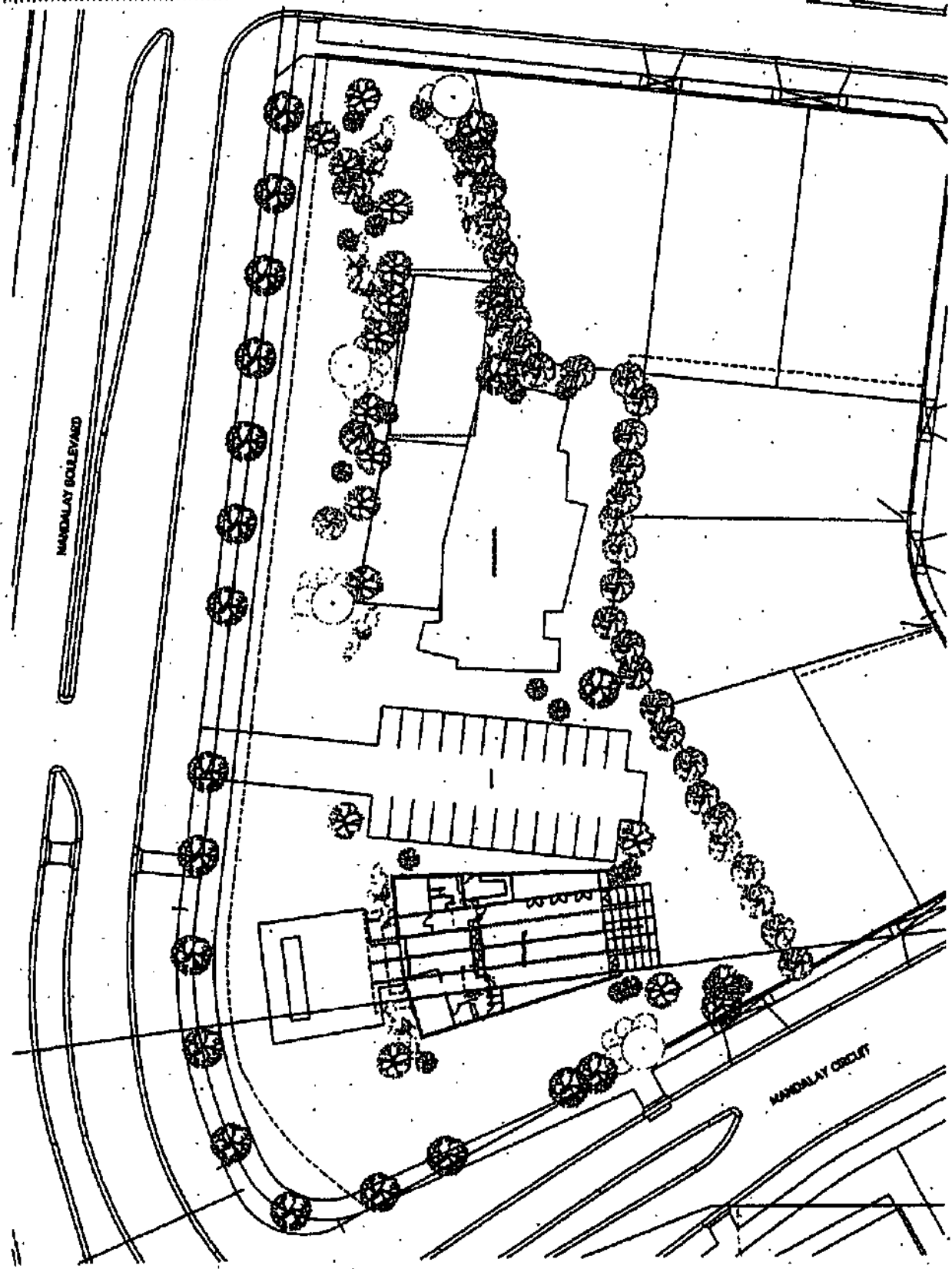
**Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities**

AG754783H

15/09/2009 \$102.90 173



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**AG754783H**

15/09/2009 \$102.90

173



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

FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
<p><b>Retail Floorspace</b></p> <p>An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m<sup>2</sup> of retail floor space.</p>	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
<p><b>Playground Facilities (5)</b></p> <p>One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers.</p> <p>One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.</p>	<ol style="list-style-type: none"> <li>1. 300 lots sold.</li> <li>2. 1000 lots sold.</li> <li>3. 1200 lots sold.</li> <li>4. 1700 lots sold.</li> <li>5. 2000 lots sold.</li> </ol>	In areas set aside on concept plan for Public Open Space.
<p><b>Roads</b></p> <p>A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1.</p> <ul style="list-style-type: none"> <li>• Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection.</li> <li>• Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.</li> </ul>	Occupation of 100 dwellings.	Per Facility/Service description

**AG754783H**

15/09/2009 \$102.90 173



FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<ul style="list-style-type: none"> <li>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.</li> </ul>		
<p><b>Stage 2</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<p>When traffic volumes on northbound exit ramp exceed 2,000vpd.</p>	<p>Per Facility/Service description</p>
<p><b>Stage 3</b></p> <ul style="list-style-type: none"> <li>Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection.</li> </ul>	<p>When traffic volumes on Camerons Road under the overpass reach 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).</p>	<p>Per Facility/Service description.</p>
<p><b>Stage 4</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<p>When traffic volumes on the southbound entry ramp exceed 600 vph.</p>	<p>Per Facility/Service description.</p>
<p><b>B. Upgrading Lithgow Street between Freeway and Site.</b></p>	<p>As required by Responsible Authority.</p>	<p>Per Facility/Service description.</p>
<p><b>Public Transport</b></p> <p>Bus services to be provided linking the site to Beveridge from January 2011 for a period of three years.</p> <p>Services to be scheduled to cater for peak-hour and school times as well as day time services.</p>		

**AG754783H**

15/09/2009 \$102.90

173



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

**AG754783H**

15/09/2009 \$102.90 173



**Annexure 2 - Standard Service Levels**

**AG754783H**

15/09/2009 \$102.90 173



**O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS**

**Scheduled Items**

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**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*
-

**AG754783H**



**0.01 Attendance Log**

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

**0.02 Commencement of Maintenance**

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

**0.03 Damage and Protection**

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

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

**0.04 Mulched Surfaces**

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

**0.05 Spraying**

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

**AG754783H**



**O.06 Planted Areas**

Maintain the planted areas in one of the following manners:

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

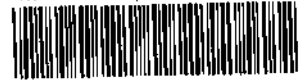
**Note:** The Maintenance Contractor is responsible for the Maintenance and Establishment of all planting works to ensure the following standards are met:

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

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

**AG754783H**

15/09/2009 \$102.90 173



**O.07 Grass Areas**

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

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

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

April to October: 15 - 20mm

November to March: 12 - 15mm

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

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

**O.08 Watering**

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

**O.09 Weeding and Rubbish Removal**

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

**O.10 Weed Control**

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

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

**AG754783H**



**O.11 Soil Subsidence**

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

**O.12 Tree Ties & Guards**

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

**O.13 Pruning**

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

**O.14 Mowing**

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

**O.15 Trimming and Edging**

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

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

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

Maintain spade cut edges as per landscape plans

**O.16 Fertiliser Application**

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

Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

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

**AG754783H**

15/09/2009 \$102.90 173



**O.17 Irrigation**

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

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

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

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

**O.18 Plant Replacement**

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

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

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

**O.19 Cleaning of parkland area and facilities**

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

**O.20 Paved surfaces**

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

**O.21 Edging**

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

**AG754783H**

15/09/2009 \$102.90 173



**0.22 BBQ**

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

**0.23 Oiling of Timber Seats, Decking and Handrails**

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

**0.24 Structures**

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

**0.25 Playground Equipment**

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

**0.26 Water Courses and Water Bodies**

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

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

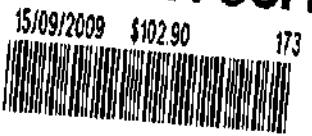
**0.27 Insurance**

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

**0.28 Urgent Works**

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

**AG754783H**



**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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**AG754783H**

15/09/2009 \$102.90 173



**Annexure 3 - Design/Functional Brief**

**AG754783H**



**Pre-School Centre**

Area requirement  
2 rooms @ 150 m<sup>2</sup> 300 m<sup>2</sup>

**Kindergarten – x 2 rooms**

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

**Kinder Office – x 2 rooms**

Area requirement  
2 rooms @ 15 m<sup>2</sup> 30 m<sup>2</sup>  
nominally included in above

- Uses:**
  - Office space for Kinder teacher and teaching assistant.
  - Room should have views directly into teaching space/s via internal glazed screens.
- Floors:**
  - Commercial grade wool blend carpet tiles.
- Walls:**
  - Plasterboard – painted.
- Ceilings:**
  - Plasterboard – painted.
- Lighting:**
  - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
  - Good natural lighting and views through teaching space/s to outdoor areas.
- Heating/cooling:**
  - Evaporative air conditioning for cooling.
  - Radiant heating panels for heating.
- Fittings/equipment:**
  - All desks, shelving, file cabinets, etc. to be part of F.F. & E. budget.

**AG754783H**

15/09/2009 \$102.90 173



**Kinder Store – x 2**

Area included in Pre-School figure  
nominally 2 rooms @ 10 m<sup>2</sup> 20 m<sup>2</sup>

- 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.

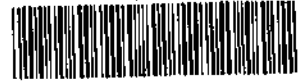
**Kinder Food Prep Area**

Area included in Pre-School figure  
nominally 10 m<sup>2</sup>

- Uses:**
  - Area for the preparation and layout of food for kids at lunch, morning and afternoon tea periods.
  - Alcove off main kinder teaching area – able to be closed off.
- Finishes:** - Durable, hard wearing finishes, easily cleaned and maintained.
- Floors:** - Sheet vinyl.
- Walls:** - Plasterboard – painted. Glass, tile or vinyl splashback to benches.
- Ceilings:** - Plasterboard – painted.
- Lighting:** - Fluorescent lighting to meet code requirements.
- Heating/cooling:**
  - Evaporative air conditioning for cooling.
  - Radiant heating panels for heating.
  - Exhaust hood over cooktop.
- Fittings/equipment:**
  - Post formed laminated benches equivalent to 5 metres in length with underbench and overhead cupboards and shelving.
  - Double bowl sink formed into stainless steel bench top with 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.

**AG754783H**

15/09/2009 \$102.90 173



**Bathrooms – Kinder Dedicated**

Area included in Pre-School figure  
nominally 40 m<sup>2</sup>

**To be to the satisfaction of DHS**

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

**Other  
requirements:**

**AG754783H**

15/09/2009 \$102.90 173



**Maternal & Child Health**

Area requirement 120 m<sup>2</sup>

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

**Indicative spatial break up:**

- Examination room 1	20 m <sup>2</sup>
- Examination room 2	20 m <sup>2</sup>
- Consultation	15 m <sup>2</sup>
- Waiting	20 m <sup>2</sup>
- Store room	15 m <sup>2</sup>
- Small Tea Prep.	5 m <sup>2</sup>
- Toilet (to meet DDA requirements)	2 m <sup>2</sup>
- Circulation	23 m <sup>2</sup>
<b>Total</b>	<b>120 m<sup>2</sup></b>



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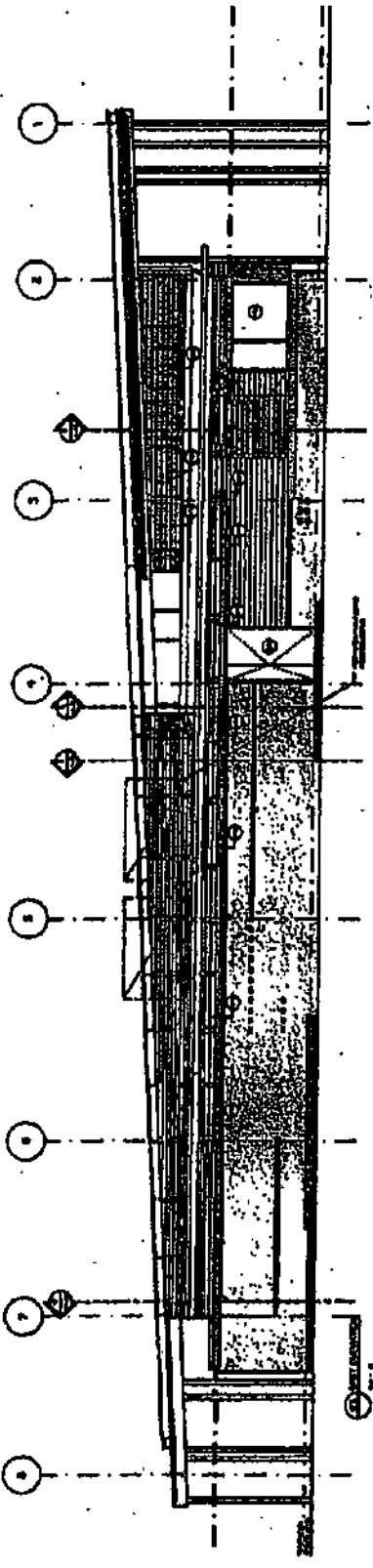
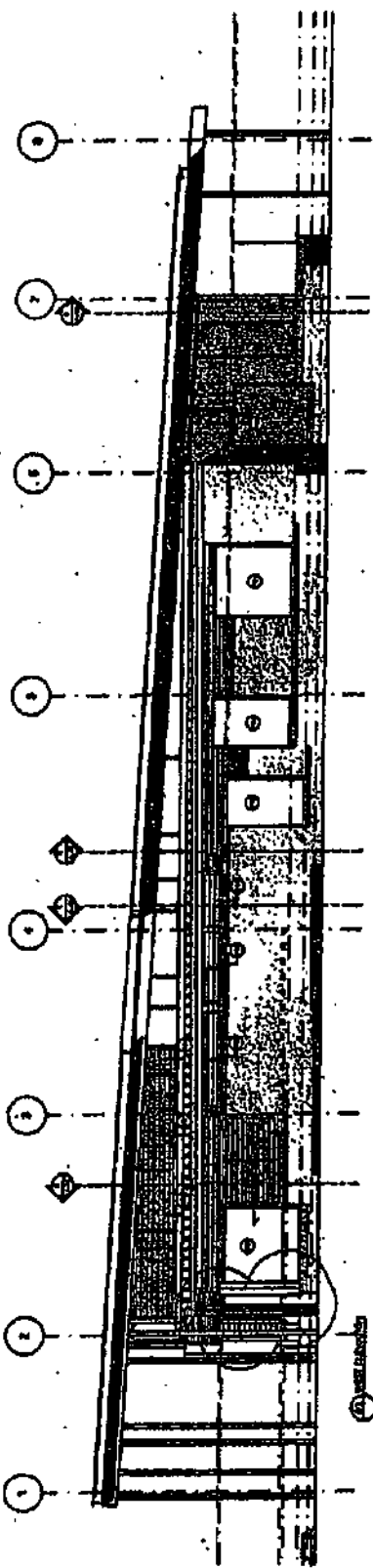
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WB  
COMMUNITY  
COUNCIL

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# Application to record an instrument

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

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Lodged by

Name: *WARRICK McGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

**AT390561Q**

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 1 JULY 2020*

Signature *[Handwritten Signature]*

Execution Date *1/July/2020*

Full Name of Witness

*ANGUS WILLIAMSON*

Witness Signature

*[Handwritten Signature]*

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Page 1 of 1

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
451/167	9651/523	11985/273	12010/482	12039/471	12075/964	12179/099
842/205	9661/197	11985/275	12010/494	12039/477	12076/532	12179/288
1590/810	9688/099	11985/276	12010/724	12039/490	12076/539	12179/291
2090/953	9724/881	11985/280	12010/730	12039/497	12082/501	12179/300
2237/215	9728/544	11985/286	12010/740	12039/500	12082/510	12180/007
2586/061	9735/127	11985/288	12010/747	12039/509	12082/517	12180/031
3863/459	9739/016	11985/293	12011/426	12039/516	12082/533	12180/034
3993/424	9749/831	11986/636	12011/427	12039/520	12083/118	12180/036
4122/252	9750/912	11986/642	12011/440	12039/539	12083/119	12180/444
7194/648	9760/263	11986/651	12011/446	12040/284	12083/126	12180/685
7505/065	9763/161	11986/652	12011/447	12040/291	12083/129	12180/798
7726/120	9770/105	11986/661	12011/461	12040/292	12083/132	12182/616
8137/554	9818/416	11989/480	12011/465	12040/332	12083/136	12182/618
8258/252	9957/043	11989/483	12011/466	12040/335	12085/541	12182/623
8258/253	9970/952	11989/493	12011/469	12040/532	12086/279	12182/639
8258/851	9972/230	11989/497	12011/472	12040/549	12086/718	12183/276
8268/078	9990/117	11989/507	12014/594	12040/554	12086/726	12183/278
8321/887	9994/846	11989/597	12015/191	12040/621	12087/194	12184/613
8372/790	9994/852	11989/737	12015/195	12040/625	12087/196	12184/619
8372/791	9994/853	11989/741	12015/203	12041/144	12087/201	12184/621
8372/795	9997/135	11989/749	12015/204	12041/146	12087/209	12184/625
8378/211	10040/056	11989/772	12015/205	12041/157	12087/212	12184/626
8400/900	10377/060	11989/933	12017/361	12041/160	12087/220	12184/633
8446/750	10743/426	11989/941	12017/387	12041/191	12087/894	12184/641
8452/908	11594/591	11989/942	12017/461	12041/694	12089/442	12184/648
8481/687	11594/595	11989/943	12017/467	12042/166	12089/452	12184/719
8485/436	11594/596	11989/947	12017/473	12043/037	12089/454	12187/807
8485/469	11594/600	11989/955	12017/481	12043/067	12089/611	12188/014
8485/486	11594/613	11990/034	12017/490	12043/862	12090/193	12188/081
8485/502	11892/619	11990/038	12017/495	12045/066	12090/205	12188/115
8485/524	11961/514	11990/059	12018/812	12046/769	12090/218	12188/143
8485/527	11966/899	11990/066	12018/917	12047/729	12091/475	12188/154
8485/534	11967/624	11990/075	12018/931	12047/737	12091/476	12188/155
8485/535	11967/627	11990/081	12018/940	12047/759	12091/479	12188/160
8485/541	11967/629	11990/092	12018/943	12047/760	12091/498	12188/166
8485/545	11967/714	11990/093	12018/947	12047/895	12091/505	12188/174
8485/552	11967/721	11990/250	12018/952	12047/908	12092/146	12188/176
8499/908	11967/734	11990/260	12019/541	12047/909	12092/201	12188/181
8503/501	11967/766	11990/267	12019/556	12047/913	12092/214	12188/547
8506/215	11968/852	11990/619	12019/559	12047/917	12095/681	12188/557
8507/746	11968/872	11990/625	12022/008	12047/918	12095/687	12188/559
8510/239	11968/887	11990/632	12022/034	12047/920	12095/691	12188/591
8513/217	11972/152	11990/642	12022/419	12047/923	12095/703	12188/598
8521/748	11972/836	11990/654	12022/422	12048/331	12095/704	12188/605
8521/754	11972/854	11990/655	12022/431	12048/340	12095/733	12188/620

## AT390561Q

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8521/774	11972/860	11990/657	12022/451	12048/343	12095/749	12188/858
8521/778	11975/396	11990/664	12022/463	12048/349	12097/891	12192/261
8521/799	11975/405	11990/678	12022/605	12049/747	12097/901	12192/268
8570/008	11976/323	11990/723	12022/628	12049/749	12098/034	12192/286
8570/019	11976/331	11990/724	12022/635	12049/896	12098/037	12192/288
8570/021	11976/334	11990/744	12022/641	12050/089	12098/039	12192/296
8570/034	11976/339	11990/754	12023/343	12050/537	12098/048	12195/852
8577/438	11976/343	11990/755	12023/370	12050/540	12098/198	12195/861
8586/065	11976/796	11990/910	12023/371	12050/554	12098/381	12195/939
8602/110	11976/817	11991/310	12023/372	12051/155	12099/788	12195/945
8611/162	11976/823	11991/311	12026/341	12051/178	12099/797	12195/959
8616/088	11977/235	11991/312	12026/343	12051/182	12099/807	12195/960
8616/405	11977/236	11991/319	12026/346	12051/379	12099/818	12195/962
8623/219	11977/254	11991/320	12026/350	12051/389	12099/822	12195/965
8624/296	11978/078	11991/521	12026/366	12052/219	12099/827	12196/105
8624/297	11978/085	11992/138	12026/368	12052/243	12099/829	12196/110
8638/787	11978/087	11992/141	12026/371	12052/260	12099/853	12196/119
8648/340	11978/088	11992/142	12026/372	12053/400	12099/869	12196/141
8673/639	11978/101	11992/145	12026/374	12053/405	12101/317	12196/722
8705/254	11978/102	11992/146	12026/409	12053/407	12101/337	12196/738
8708/779	11978/109	11992/167	12026/729	12053/416	12101/342	12196/744
8709/198	11978/956	11992/169	12026/984	12053/437	12101/351	12200/303
8769/196	11978/974	11992/288	12026/992	12053/447	12101/360	12200/380
8777/293	11978/976	11992/301	12026/995	12053/448	12101/366	12200/383
8780/495	11978/977	11992/304	12027/340	12053/529	12103/597	12200/388
8810/695	11979/327	11992/310	12027/363	12053/541	12103/601	12201/200
8816/671	11979/330	11992/314	12031/638	12053/555	12103/607	12201/204
8819/815	11979/334	11992/316	12031/643	12053/566	12103/609	12201/207
8834/700	11979/345	11992/320	12031/644	12053/571	12142/000	12201/211
8841/816	11979/350	11992/322	12031/650	12053/589	12146/661	12201/214
8842/136	11979/441	11992/326	12031/653	12053/594	12146/666	12201/217
8850/718	11979/442	11992/419	12031/666	12053/604	12146/670	12201/962
8857/981	11979/448	11992/444	12031/673	12058/527	12146/673	12202/082
8869/362	11979/563	11992/446	12031/685	12058/538	12146/674	12202/088
8869/783	11979/670	11992/449	12031/686	12058/542	12146/699	12202/093
8882/836	11979/671	11992/453	12031/690	12058/550	12147/600	12202/096
8882/990	11979/683	11992/458	12031/694	12058/556	12147/602	12202/097
8894/696	11979/689	11992/597	12031/696	12058/560	12154/080	12204/528
8900/264	11979/693	11992/616	12031/703	12058/599	12154/088	12205/716
8900/279	11979/694	11992/629	12031/711	12058/602	12154/091	12205/818
8900/291	11979/695	11992/653	12031/728	12058/605	12154/107	12206/563
8900/304	11980/431	11992/658	12031/729	12058/609	12154/110	12210/602
8900/306	11980/436	11992/661	12031/737	12058/612	12154/186	12210/604
8900/313	11980/439	11992/669	12031/738	12059/981	12154/198	12210/607
8901/674	11980/444	11992/685	12031/740	12059/982	12154/200	12210/637

## AT390561Q

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8906/785	11981/484	11992/696	12031/744	12059/988	12154/201	12212/654
8916/669	11981/492	11992/703	12032/925	12059/995	12155/967	12212/907
8919/215	11981/509	11992/707	12033/126	12060/007	12155/974	12212/908
8922/924	11981/511	11993/577	12033/127	12060/010	12155/975	12212/910
8930/417	11981/530	11993/581	12033/139	12060/012	12155/980	12214/006
8954/146	11982/419	11993/896	12033/149	12060/024	12155/984	12214/010
8959/503	11982/431	11993/898	12034/746	12060/027	12155/990	12214/014
8962/497	11982/441	11993/900	12034/815	12060/041	12155/994	12216/274
8964/440	11982/443	11993/912	12034/816	12060/052	12156/046	12216/288
8964/441	11982/699	11993/913	12034/820	12060/158	12156/049	12216/292
8975/567	11982/715	11993/916	12034/832	12060/161	12157/209	12216/294
8978/931	11982/733	11993/922	12034/845	12060/164	12157/242	12216/299
9001/452	11982/742	11993/923	12035/722	12060/165	12157/246	12216/304
9028/860	11982/743	11993/932	12036/722	12060/170	12162/578	12216/309
9045/245	11982/744	11994/089	12036/724	12060/173	12163/391	12216/310
9070/224	11982/749	11994/096	12036/729	12060/192	12163/398	12216/320
9075/465	11982/755	11994/100	12036/733	12060/202	12165/791	12216/343
9101/717	11982/934	11994/101	12036/734	12060/207	12165/804	12216/344
9109/396	11982/936	11994/274	12036/741	12060/209	12168/684	12216/377
9125/236	11982/946	11994/278	12036/754	12060/349	12168/689	12216/379
9128/079	11982/947	11995/976	12036/884	12060/718	12168/690	12216/388
9153/240	11982/950	11995/978	12036/889	12060/941	12168/702	12216/391
9153/821	11982/952	11995/994	12036/890	12063/653	12168/708	12216/399
9166/834	11982/953	11996/007	12036/948	12063/680	12168/966	12216/700
9166/835	11982/957	11998/321	12036/956	12064/843	12169/484	12216/720
9168/758	11982/959	12000/305	12036/970	12064/845	12169/486	12216/724
9176/630	11982/971	12003/561	12036/971	12064/847	12169/493	12216/754
9214/812	11982/978	12003/569	12036/980	12064/856	12169/495	12216/769
9231/277	11982/981	12003/570	12036/989	12064/859	12169/505	12216/770
9283/102	11982/986	12003/576	12037/000	12064/861	12169/510	12216/772
9283/710	11982/992	12003/578	12037/001	12064/863	12172/647	12216/775
9307/870	11984/377	12003/588	12037/002	12064/865	12176/367	12216/776
9317/333	11984/387	12004/439	12037/010	12064/871	12176/387	12216/777
9323/141	11984/391	12004/443	12037/035	12064/877	12176/793	12216/779
9335/725	11984/400	12004/446	12037/036	12064/894	12176/798	12216/788
9335/888	11984/402	12004/448	12037/110	12064/897	12176/814	12216/793
9352/181	11984/403	12004/470	12037/443	12066/761	12176/888	12216/801
9362/394	11984/422	12005/051	12037/450	12066/767	12176/889	12216/802
9375/948	11984/426	12005/054	12037/451	12066/774	12176/902	12216/806
9405/056	11984/427	12005/070	12037/462	12066/784	12176/907	12217/629
9443/131	11984/431	12005/073	12037/483	12066/796	12176/913	12217/633
9451/125	11984/455	12005/358	12039/045	12066/797	12178/382	12217/635
9460/519	11984/464	12005/359	12039/067	12066/813	12178/403	12217/636
9464/468	11984/490	12005/369	12039/071	12066/815	12178/405	12217/643
9501/584	11984/495	12006/663	12039/077	12066/850	12178/406	12217/649

# AT390561Q

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
9546/808	11985/236	12006/668	12039/346	12067/319	12178/418	12217/652
9547/210	11985/242	12007/320	12039/347	12067/824	12178/520	12217/660
9576/650	11985/248	12007/321	12039/350	12075/149	12178/674	12217/662
9583/956	11985/252	12007/339	12039/360	12075/208	12178/927	12217/667
9585/872	11985/262	12009/889	12039/382	12075/218	12179/010	12217/669
9606/826	11985/265	12010/356	12039/416	12075/245	12179/071	12217/679
9622/085	11985/268	12010/472	12039/464	12075/961	12179/089	12219/738
9637/199	11985/270	12010/481	12039/470	12075/963	12179/092	

# PLAN NO. 617320S

ABN: 26830973051  
Camerons Lane  
Beveridge Victoria 3753

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

## OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

### Tax Invoice

Jemma Leigh Cox  
17 Alcove way  
Beveridge Victoria 3753

Invoice No: 0001485	Issue Date: 12/11/24
Net Amount Payable:	\$ 398.75
Due Date:	01/01/2025

Payment is due within 28 days of the date of this Notice or by the Due Date.

### New Charges for Owners Corporation for Plan No. 617320S - ABN: 26830973051

Lot No. 3620 Unit 17 ALC jemmcox29@gmail.com	Previous Balance:	0.00			
OC Address: Camerons Lane, Beveridge, Victoria 3753	Penalty Interest:	0.00			
Lot Liability: 100 Lot Entitlement: 100	Issued Levies Not Due:	0.00			
Description	Transaction Type	Fund	Net	GST	Totals
01/01/2025 to 31/03/2025 for total Levy of \$1580.90 pa	Normal	Admin	362.50*	\$36.25	398.75
<b>Arrears/Issued at time of printing</b>					<b>0.00</b>
<b>Gross Amount</b>					<b>398.75</b>
<b>Net Amount Payable</b>					<b>\$ 398.75</b>

\* Penalty interest of 10.00% per annum will apply if not paid by the Due Date.  
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983 (Vic)*. This rate is subject to change.



DEFT Reference Number:  
2272 2500 0395 7360 4662

### How to Pay

- Bpay:** Contact your bank, credit union or building society to make this payment from your cheque or savings account.
- Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment at any post office.

MANDALAY Lot No. 3620 Unit 17 ALC MANDALAY	Invoice No: 0001485
Net Amount Payable:	\$ 398.75
Due Date:	01/01/2025



Billers Code: 96503  
Reference: 2272 2500 0395 7360 4662



\*496 227225000 39573604662

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).

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# OWNERS CORPORATION FEE NOTICE

*Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules.*

## Important information on fees and charges

### Enquiries

If you have enquiries on the fees listed in this notice you can contact the Owners Corporation on the phone number at the address listed on the front of this notice.

### Disputes

The Owners Corporations Act 2006 ("the Act"), Owners Corporation Regulations ("the Regulations") and the Owners Corporation Rules ("the Rules") provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers:

These are:

- \* The Owners Corporation Internal Dispute Resolution Process
- \* Conciliation through Consumer Affairs Victoria
- \* Applications to the Victorian Civil and Administrative Tribunal (VCAT)

### Internal Dispute Resolution Process

If you believe the Manager, a Lot Owner or Occupier has breached their obligation under the Rules, Act, or Regulations you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- \* You can lodge a complaint by completing an 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- \* A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- \* Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- \* If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

### Conciliation through Consumer Affairs Victoria

At any time you can lodge a complaint with Consumer Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)



**Instalment Notice**

1 July 2024 to 30 June 2025

J L Cox  
 17 Alcove Way  
 BEVERIDGE VIC 3753

025

<b>Issue Date</b>	22 January 2025
<b>Next Instalment Date</b>	28 February 2025
<b>Property Number</b>	123754
<b>Overdue Pay Now</b>	<b>\$0.00</b>

**Property** 17 Alcove Way BEVERIDGE VIC 3753  
 Lot 3620 PS 617320 Vol 11992 Fol 458

**Instalment Notice**

<b>Capital Improved Value (CIV)</b>	\$627,000
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Your current rates and charges balance as at 22 January 2025 is \$1,196.00 (which includes payments not yet due).

<u>3rd Instalment Due</u>	<u>\$598.00</u>
<b>Total Due</b>	<b>\$598.00</b>

Payments received after 21 January 2025 have not been deducted from the amount due on this notice.

<b>Instalment 1</b> Due 30/09/2024	
<b>Instalment 2</b> Due 30/11/2024	
<b>Instalment 3</b> Due 28/02/2025	\$598.00
<b>Instalment 4</b> Due 31/05/2025	\$598.00

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

**Total Amount Payable** **\$598.00**

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

Receive your rates notices via email  
 Register now at [mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)  
 with eNotices reference number **D5E34498FN**

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

**BPAY** Biller Code: 93807  
 Ref: 1237544

**BPAYVIEW** View and pay this bill using internet banking  
 BPayView Registration No.: 1237544

**BPOINT** Biller Code: 93807  
 Ref: 1237544  
 INTERNET Go to [www.bpoint.com.au](http://www.bpoint.com.au)  
 PHONE: Phone 1300 BPOINT

**Post Billpay** Billpay Code: 9190  
 Ref: 1237 5431

To pay this bill – visit any Post Office, phone 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au).



\*71 190 123754 31

### 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.

### 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



**Why go mail, when you can get your notices instantly?**

**Receive your rates notices via email**

To register, go to **[mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)** and enter the eNotices reference number shown on the front of this notice.



### 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: <b><a href="http://www.mitchellshire.vic.gov.au/pay-my-rates">www.mitchellshire.vic.gov.au/pay-my-rates</a></b>	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	<b>In Store:</b> Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). <b>Phone:</b> 131 816 <b>Online:</b> <a href="http://auspost.com.au/postbillpay">auspost.com.au/postbillpay</a>	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: <b>Mitchell Shire Council</b> <b>113 High Street</b> <b>BROADFORD VIC 3658</b>	<b>Broadford:</b> 113 High Street <b>Seymour:</b> 125 Anzac Avenue <b>Kilmore:</b> 12 Sydney Street <b>Wallan:</b> Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1110107

## APPLICANT'S NAME & ADDRESS

FARAM RITCHIE DAVIES C/- INFOTRACK (LEAP) C/-  
LANDATA  
DOCKLANDS

## VENDOR

COX, JEMMA LEIGH

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

4586

This certificate is issued for:

LOT 3620 PLAN PS617320 ALSO KNOWN AS 17 ALCOVE WAY BEVERIDGE  
MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2

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

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

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

13 February 2025

**Sonya Kilkenny**  
Minister for Planning

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

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

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

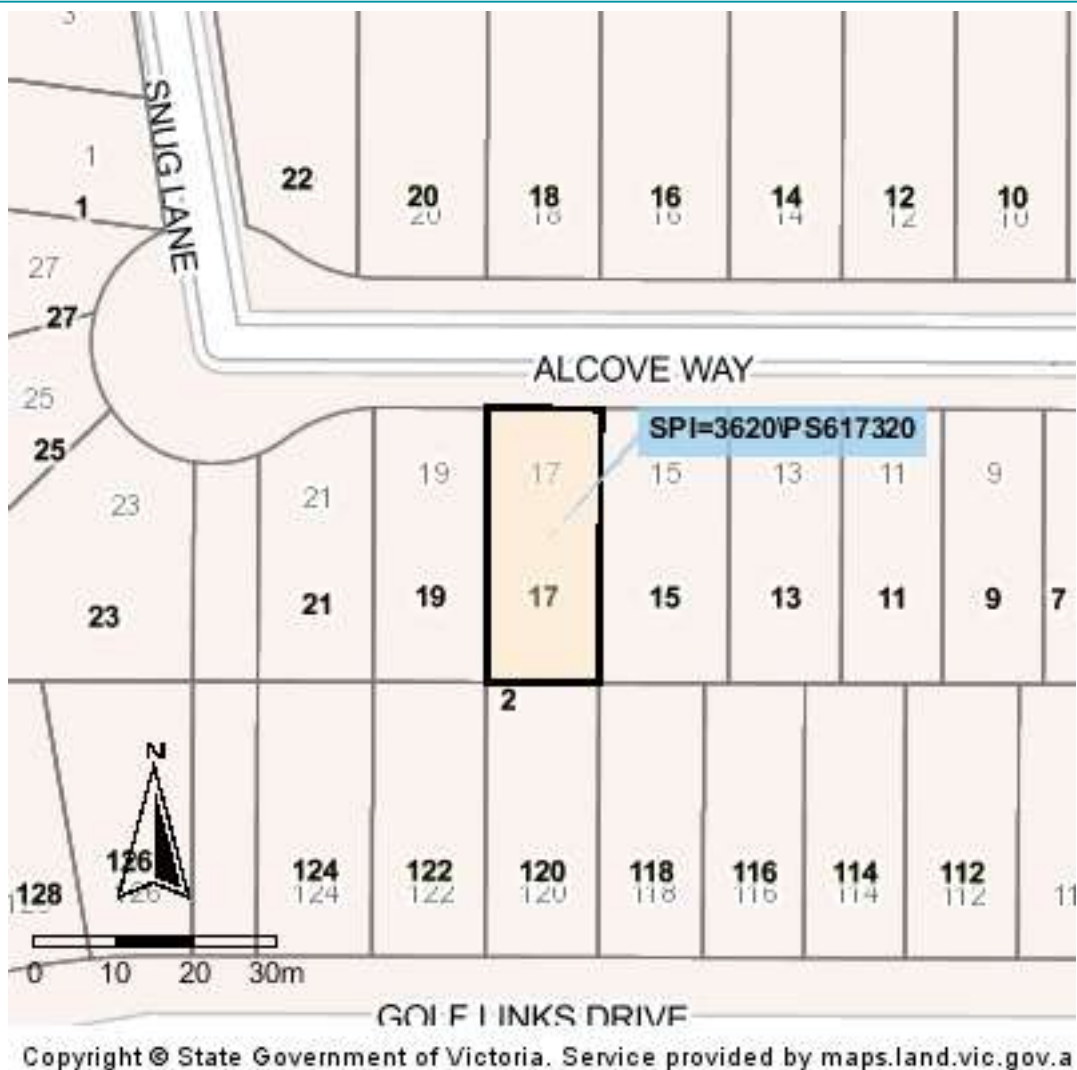
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 February 2025 09:28 AM

## PROPERTY DETAILS

Address: **17 ALCOVE WAY BEVERIDGE 3753**  
 Lot and Plan Number: **Lot 3620 PS617320**  
 Standard Parcel Identifier (SPI): **3620\PS617320**  
 Local Government Area (Council): **MITCHELL**  
 Council Property Number: **123754**  
 Planning Scheme: **Mitchell**  
 Directory Reference: **Melway 667 B11**

[www.mitchellshire.vic.gov.au](http://www.mitchellshire.vic.gov.au)

[Planning Scheme - Mitchell](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

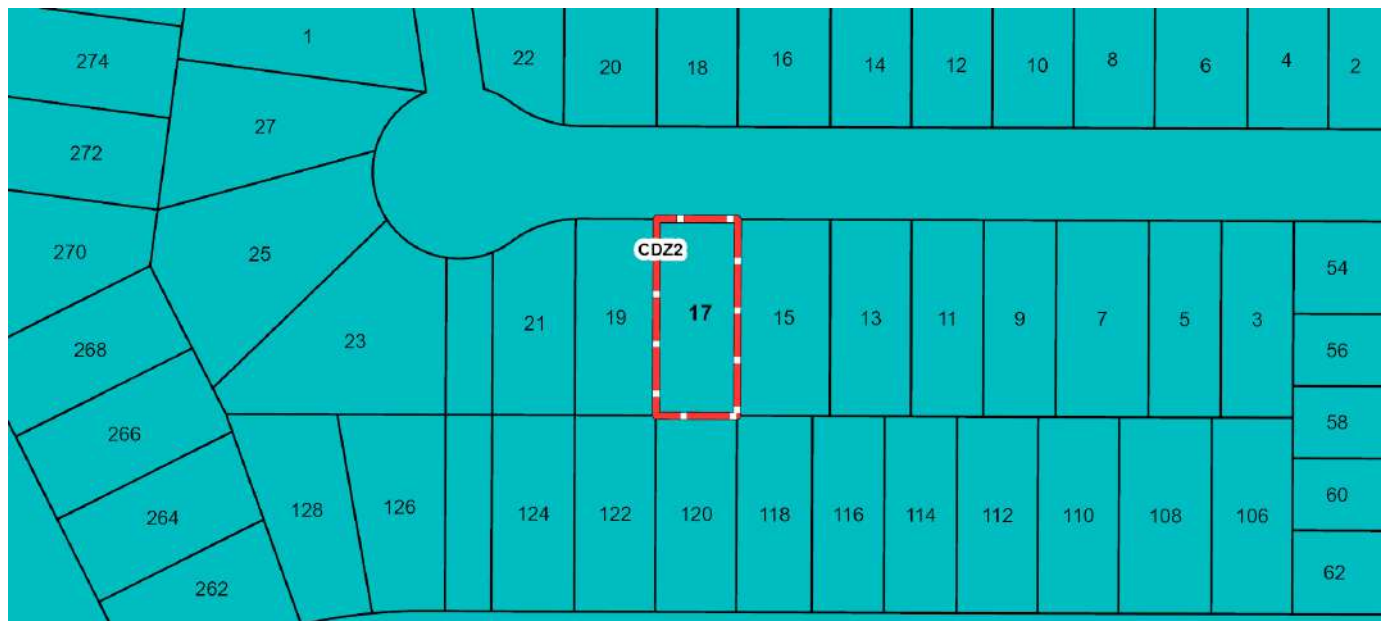
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**CDZ - Comprehensive Development**

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

## Planning Overlays

No planning overlay found

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**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

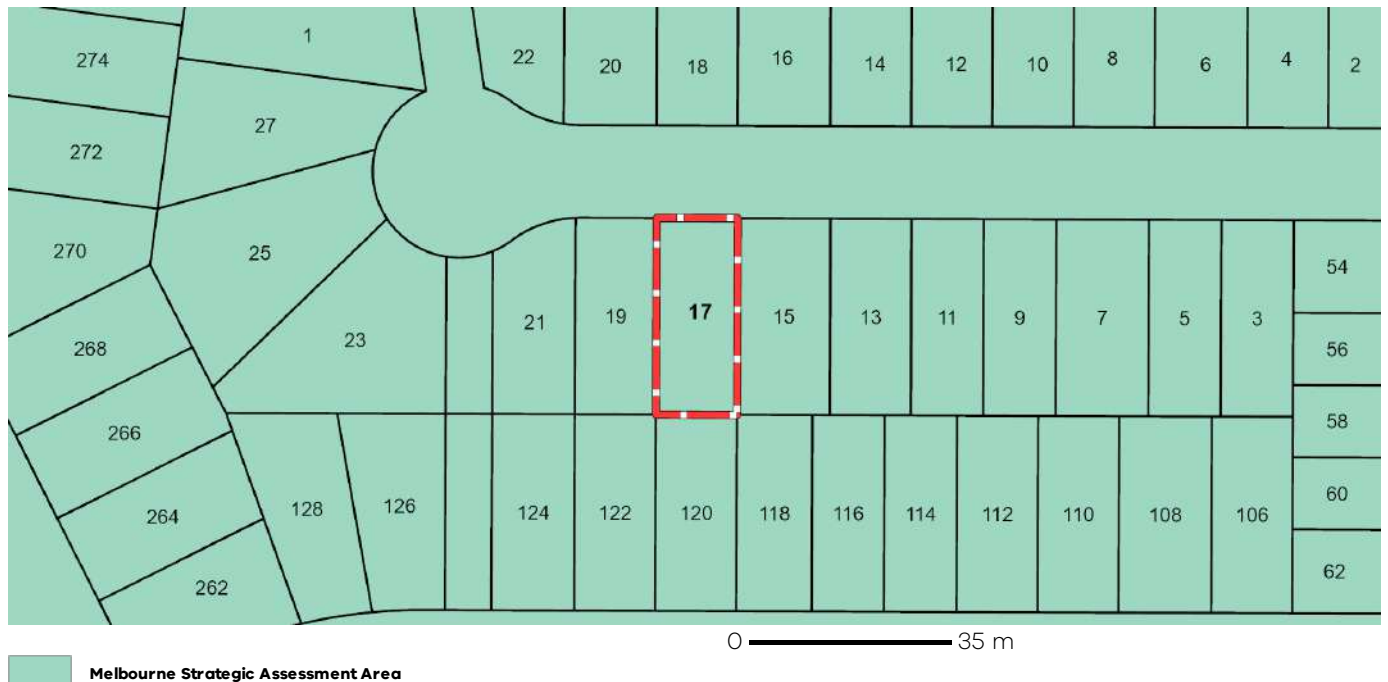
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 17 ALCOVE WAY BEVERIDGE 3753

Page 1 of 3

## 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 08 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

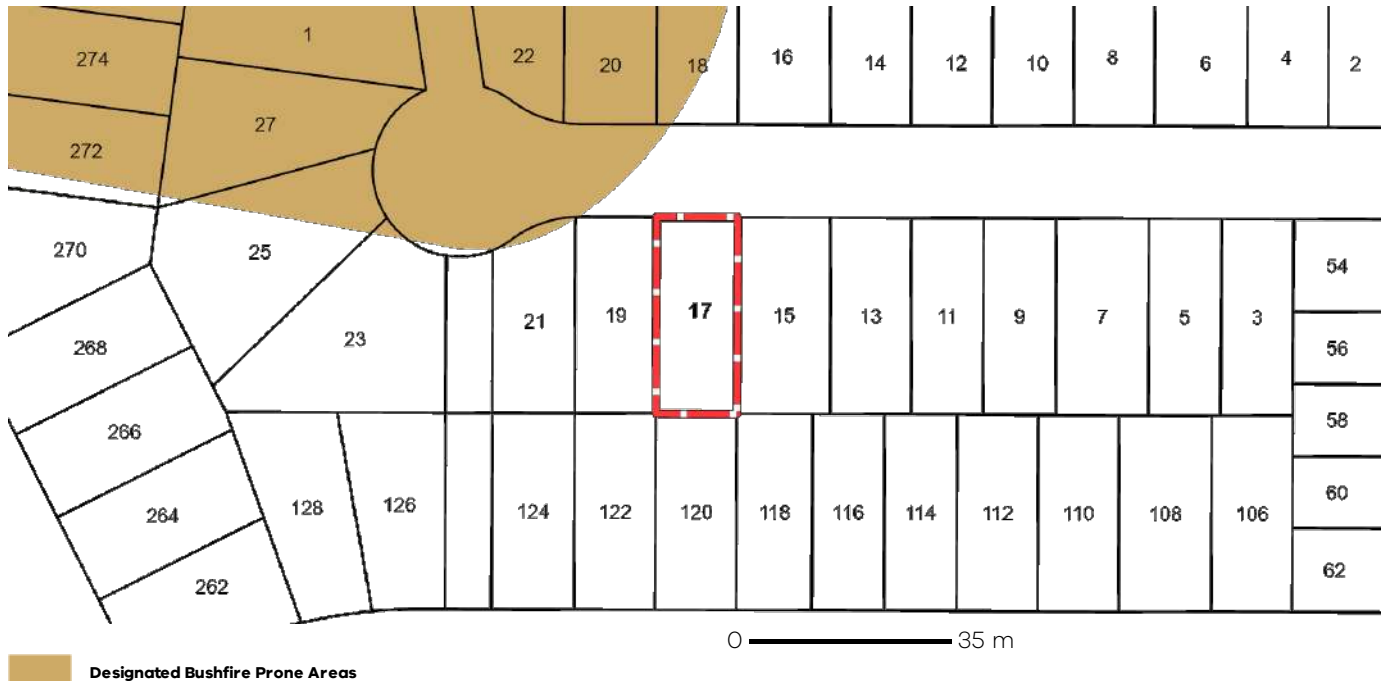
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



13 August 2024

LANDATA  
DX 250639  
MELBOURNE

Dear Sir/Madam

**17 ALCOVE WAY BEVERIDGE VIC 3753**

I refer to your letter regarding the above property and reply to your queries as follows:-

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
1337306119999	09/11/2020	Construction of a dwelling and garage	Occupancy No: 1337306119999	24/03/2021

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 contact me.

Yours faithfully

**RYAN ELLIOT**  
**MUNICIPAL BUILDING SURVEYOR**

FORM 2  
Building Act 1993  
Building Regulations 2018  
Regulation 37(1)

**BUILDING PERMIT**  
**1337306119999**

**Issued to**

---

Agent of owner	Carlisle Homes Pty Ltd
ACN	106 263 209
Postal address	2 Nexus Court, Mulgrave VIC 3170
Email	katrina.ball@carlislehomes.com.au
Address for serving or giving documents	2 Nexus Court, Mulgrave VIC 3170
Contact person	Katrina Ball
Telephone	03 9560 1779

**Ownership details**

---

Owner	Jemma Leigh Cox
Postal address	303/35 Princeton Terrace, Bundoora VIC 3083
Email	jemmacox29@gmail.com
Contact person	Jemma Leigh Cox
Telephone	0419113849

**Property details**

---

Lot	3620
Number	17
Street/road	Alcove Way
City/suburb/town	BEVERIDGE
Postcode	3753
LP/PS	PS617320
Volume	11992
Folio	458
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	MITCHELL SHIRE

## Builder

---

Name	Carlisle Homes Pty Ltd
ACN	106 263 209
Building practitioner registration number	CDB-U 50143
Postal address	2 Nexus Court, Mulgrave VIC 3170
Telephone	13 27 67

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

## Natural person for service of directions, notices and orders

---

Name	John Doulgeridis
Postal address	2 Nexus Court, Mulgrave VIC 3170
Telephone	13 27 67

## Building practitioner or architect engaged to prepare documents for this permit

---

Name	Carlisle Homes Pty Ltd
Category/class	Domestic Builder Unlimited
Registration number	CDB-U 50143
Name	Gervase Purich
Category/class	Engineer Civil
Registration number	EC 46702

## Details of domestic building work insurance

---

Name of builder	Carlisle Homes Pty Ltd
Name of issuer or provider	HIA Insurance Services Pty Ltd
Policy number	C552799
Policy cover	\$263,622.00

## Nature of building work

---

Construction type	new building
Storeys contained	1
Version of BCA applicable to permit	2019
Stage of building work permitted	0
Cost of building work	\$263,622.00
Total floor area of new building work in m <sup>2</sup>	206 m <sup>2</sup>

## Building classification

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Part of building	Single Storey Dwelling and Garage
BCA classification	1ai, 10a

## Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	CodeMark Certificate of Conformity: CM40253 Rev 3, Perma Timber Cladding, date of issue 19/08/2020, date of expiry 12/12/2021.
P2.2.2 Weatherproofing	CodeMark Certificate of Conformity: CM40049, Hebel Power Panel XL Wall System, date of issued 01/05/2019, date of expiry: 01/05/2022.

## Prescribed reporting authorities

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

## Protection work

Protection work is not required in relation to the building work proposed in this permit.

## Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

Building part	Inspections
Single Storey Dwelling and Garage	<ul style="list-style-type: none"><li>• <b>piers</b>: before pouring a footing or in situ reinforced concrete member</li><li>• <b>pre slab</b>: before placing a footing</li><li>• <b>steel</b>: before pouring a footing or in situ reinforced concrete member</li><li>• <b>frame</b>: on completion of the framework</li><li>• <b>steel rectification</b>: before pouring a footing or in situ reinforced concrete member</li><li>• <b>final</b>: on completion of all building work</li></ul>

## Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

## Commencement and completion

This building work must commence by **9 November 2021**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

This building work must be completed by **9 November 2022**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

## Conditions

This permit is subject to the following conditions:

Description	Performance or information required
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide bracing computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide lintel computations, certification and layouts satisfactory to the relevant building surveyor.
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Waterproofing — internal wet areas	Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740-2010 Waterproofing of domestic wet areas.

Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set–2006 Glass in buildings Set or AS2047–2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959–2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work (including referencing any performance solutions used) as follows: <ul style="list-style-type: none"> <li>• roof plumbing</li> <li>• sanitary plumbing</li> <li>• drainage (below ground sewer)</li> <li>• drainage (below ground stormwater)</li> <li>• cold water plumbing</li> <li>• hot water plumbing</li> <li>• gasfitting</li> </ul>
Energy efficiency — solar hot water	Prior to or with an application for an occupancy permit, the builder must provide: <ul style="list-style-type: none"> <li>• an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia</li> <li>• a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.</li> </ul>
Termite treatment	Prior to or with an application for an occupancy permit, the builder must provide a copy of the termite protection certificate satisfactory to the relevant building surveyor that the building work has been constructed in accordance with AS3660–2014 Termite management.

### Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

## Designated building surveyor

---

Name	Ian Yichun Wang
Building practitioner registration number	BS-L 61447
Permit number	1337306119999
Date of issue of permit	9 November 2020
Date of issue of amendment 1	16 December 2020
Signature	



**FORM 16**  
Building Act 1993  
Building Regulations 2018  
Regulation 192

**OCCUPANCY PERMIT**  
**1337306119999**

**Property details**

---

Lot	3620
Number	17
Street/road	Alcove Way
City/suburb/town	BEVERIDGE
Postcode	3753
LP/PS	PS617320
Volume	11992
Folio	458
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	MITCHELL SHIRE

**Building permit details**

---

Building permit number	1337306119999
Version of BCA applicable to building permit	2019

**Building details**

---

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1ai, 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	Not applicable
Storeys contained	1

## Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or public place of entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	CodeMark Certificate of Conformity: CM40253 Rev 3, Perma Timber Cladding, date of issue 19/08/2020, date of expiry 12/12/2021.
P2.2.2 Weatherproofing	CodeMark Certificate of Conformity: CM40049, Hebel Power Panel XL Wall System, date of issued 01/05/2019, date of expiry: 01/05/2022.

## Reporting authorities

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

Reporting authority	Matter reported on or consented to	Relevant regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

## Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

## Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

## Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

## Designated building surveyor

---

Name	Ian Yichun Wang
Building practitioner registration number	BS-L 61447
Occupancy permit number	1337306119999
Date of issue	24 March 2021
Date of final inspection	22 March 2021
Signature	



# Your quarterly bill



MISS J COX  
17 ALCOVE WAY  
BEVERIDGE VIC 3753

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

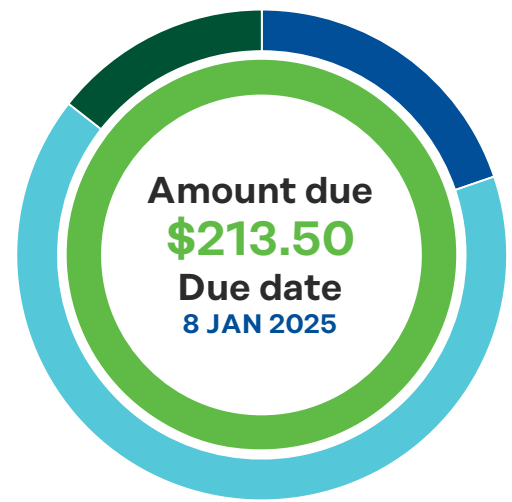
Account number	93 5000 0856
Invoice number	9351 5971 48551
Issue date	18 Dec 2024
Property address	17 ALCOVE WAY BEVERIDGE
Property reference	5192507, LOT 3620
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

<b>Previous bill</b>	<b>\$217.92</b>
Payment received thank you	-\$217.92
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	\$42.37
<b>Service charges</b>	
Water supply system	\$20.86
Sewerage system	\$119.50
<b>Other authority charges</b>	
Waterways and drainage	\$30.77
<b>Total this bill (GST does not apply)</b>	<b>\$213.50</b>
<b>Total balance</b>	<b>\$213.50</b>



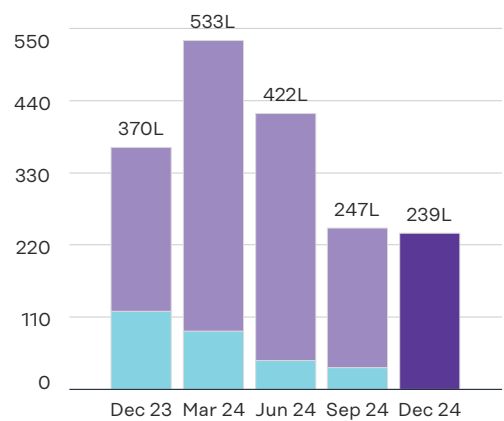
**Recycled water is available.**  
It's not to be used for drinking, preparing food or bathing, but it's great for watering, washing clothes, gardens and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

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

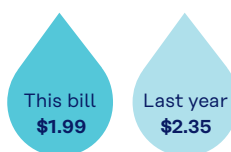


Average use in litres per day

- Water
- Recycled water

## Your daily spend

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



## How to pay



**Direct debit**  
Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.



**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name: **Yarra Valley Water**  
BSB: **033-885**  
Account number: **935001618**



**BPAY®**  
Bill code: **344366**  
Ref: **935 0000 8565**



**Centrepay**  
Use Centrepay to arrange regular deductions from your Centrelink payments.  
Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**



**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Bill code: **3042**  
Ref: **9351 5971 48551**



**Credit Card**  
Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**



\*3042 935159714855 1

MISS J COX	
Account number	93 5000 0856
Invoice number	9351 5971 48551
<b>Total due</b>	<b>\$213.50</b>
Due date	8 Jan 2025
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD27286 (Recycled Water)	292kL -	270kL =	22kL
From 17 Sep 2024 - 18 Dec 2024			(92 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	22.000kL x	\$1.9259 =	\$42.37
<b>Total</b>	<b>22.000kL</b>		<b>\$42.37</b>
<b>Total usage charges</b>			<b>\$42.37</b>

Meter number	Current reading	Previous reading	Usage
YATD106086	161kL -	161kL =	0kL
From 17 Sep 2024 - 18 Dec 2024			(92 days)
<b>Total</b>	<b>0.000kL</b>		<b>\$0.00</b>
<b>Total usage charges</b>			<b>\$42.37</b>

## Your charges explained

- **Recycled water usage charge**  
**17 September 2024 - 18 December 2024**  
 The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water 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](http://melbournewater.com.au/wwdc)

## Financial assistance

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

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

## Contact us

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

## 📅 Next meter reading:

Between 24-31 Mar 2025

## Register your concession\*

Save up to 50% on your water and sewer charges.

🌐 [yvw.com.au/concessions](http://yvw.com.au/concessions)  
 📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders



# Support when it matters

We know managing bills can be tough

- payment plans
- concession discounts
- utility relief grants.

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# Property Clearance Certificate

## Land Tax



INFOTRACK / FARAM RITCHIE DAVIES

**Your Reference:** 39630

**Certificate No:** 84122056

**Issue Date:** 13 FEB 2025

**Enquiries:** DXS17

**Land Address:** 17 ALCOVE WAY BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45096674	3620	617320	11992	458	\$315.00

**Vendor:** JEMMA LEIGH COX

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS JEMMA LEIGH COX	2025	\$319,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MRS RASANJANI KUMARI WIJERATHN	2020	\$315.00	\$0.00	\$315.00

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): \$627,000

SITE VALUE (SV): \$319,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$315.00**

# Notes to Certificate - Land Tax

Certificate No: 84122056

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## 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 = \$1,407.00

Taxable Value = \$319,000

Calculated as \$1,350 plus ( \$319,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,270.00

Taxable Value = \$627,000

Calculated as \$627,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 84122056

### 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](http://www.bpay.com.au)

### CARD



Ref: 84122056

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / FARAM RITCHIE DAVIES

Your Reference: 39630

Certificate No: 84122056

Issue Date: 13 FEB 2025

Enquires: DXS17

Land Address: 17 ALCOVE WAY BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45096674	3620	617320	11992	458	\$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:	
SITE VALUE:	
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84122056

## 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](http://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 / FARAM RITCHIE DAVIES

Your Reference: 39630

Certificate No: 84122056

Issue Date: 13 FEB 2025

Land Address: 17 ALCOVE WAY BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
3620	617320	11992	458

Vendor: JEMMA LEIGH COX

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: 84122056

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## 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.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Biller Code: 416073 Ref: 84122050</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 84122050</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Faram Ritchie Davies C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4586

NO PROPOSALS. As at the 13th February 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®.

17 ALCOVE WAY, 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: 13th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 75831866 - 75831866092016 '4586'**