

Contract of sale of land

Property: 7 Waterfall Crescent, Beveridge VIC 3753



Contract of sale of land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Michael Edward Ayer and Chanele Thais Bertino

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate Whittlesea
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: jenniterhaar@stonerealestate.com.au
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

Vendor

Name: Michael Edward Ayer and Chanele Thais Bertino

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2024/1273

Purchaser

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

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11589 Folio 320	2037	617320S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 7 Waterfall Crescent, Beveridge VIC 3753

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

- 14.1 The Purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) If there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) In accordance with written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

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

Special Condition 4 – Building and Pest Inspection

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

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
 - (i) Purchaser name;
 - (ii) The loan amount requested;
 - (iii) Date the Purchaser applied for the loan;
 - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
 - (v) Reason the loan approval was declined.
 - (d) is not in default under any other condition of this contract when the notice is given.

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

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

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

Special Condition 8 - Waiver of breach

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

Special Condition 9 - Severability

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

Special Condition 10 - Disclosure

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

Special Condition 11 - Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

Special Condition 12 - Auction clause

If the property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special Condition 13 – Priority of Conditions

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

Special Condition 14 – Loss and Damages

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

the Contract pay to the Vendor the following sums:

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

Special Condition 15

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

Special Condition 16

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

Special Condition 17

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

Special Condition 18

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

Special Condition 19

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Vendor will incur additional costs of \$165 (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

Special Condition 20 – Chattels

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

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

Special Condition 21 – Condition of the Walls

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

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

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

Special Condition 22 – No Land Tax Adjustment

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

Special Condition 23 – Windfall Gains Tax (WGT)

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

- 23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and
- 23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

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

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

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

- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the Auction refuses to sign the Contract of Sale following the Auction.
8. If a reserve price has been set for the property and the property is passed in below the reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Guarantee for Corporate Purchaser

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

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

DATED / /

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

GST RESIDENTIAL WITHHOLDING NOTIFICATION

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

To: The Purchaser
Property: 7 Waterfall Crescent, Beveridge VIC 3753
Vendor: Michael Edward Ayer and Chanele Thais Bertino

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

DATED 23 July 2024

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor



Vendor Statement

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

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

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

Land	7 WATERFALL CRESCENT, BEVERIDGE VIC 3753
-------------	--

Vendor's name	Michael Edward Ayer	Date
Vendor's signature		27/07/2024
Vendor's name	Chanele Thais Bertino	Date
Vendor's signature		24/02/2025

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

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows
None of the best of the Vendor's knowledge.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11589 FOLIO 320

Security no : 124116614628X
Produced 14/07/2024 01:20 PM

LAND DESCRIPTION

Lot 2037 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11530 Folio 947
Created by instrument PS617320S Stage 20 10/08/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MICHAEL EDWARD AYER
CHANELE THAIS BERTINO both of 388 CANNING STREET CARLTON NORTH VIC 3054
AM156704P 03/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM156705M 03/09/2015
WESTPAC BANKING CORPORATION

COVENANT PS617320S 10/08/2015

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
AT390565G 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: 7 WATERFALL CRESCENT BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL



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

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

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

Page 2 of 2

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

OWNERS CORPORATIONS

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

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS617320S
Number of Pages (excluding this cover sheet)	107
Document Assembled	14/07/2024 13:20

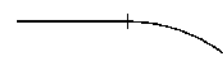
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 63</h2>	<h2>PS 617320S</h2>
------------------------------	---------------------	---------------------


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

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY
<p>ROAD R1-R9, R12, R14-R21, R23, R27-R51, R54, R55, R56, R60, R61, R63-R67, R81, R97</p> <p>RESERVE No.1-7, 11-16, 18-24, 28-29, 31-32, 34, 36-37, 40-41, 43, 47, 50-51, 53-56, 58-61, 66 - 71, 73, 75, 76, 81, 84 & 85</p> <p>RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39</p> <p>RESERVE No.33</p> <p>RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 & 83</p>	<p>MITCHELL SHIRE COUNCIL</p> <p>MITCHELL SHIRE COUNCIL</p> <p>SPI ELECTRICITY PTY LTD</p> <p>YARRA VALLEY WATER LIMITED</p> <p>AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)</p>	<p>SURVEY: This plan is based on survey vide BP2120T & PS617320S/S37 & PS617320/S46 This survey has been connected to permanent marks no(s) 4, 10, 14 & 45 In Proclaimed Survey Area No. 74</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>LOTS 301 TO 901, 917, 929 TO 1200, 1237 TO 1400, 1445 TO 1500, 1545 TO 1600, 1635 TO 1700, 1747 TO 1800, 1818 TO 1900, 1911 TO 2000, 2041 TO 2100, 2151 TO 2300, 2373 TO 2700, 2739 TO 2800, 2834 TO 2900, 2929 TO 3000, 3034 TO 3100, 3144 TO 3200, 3237 TO 3300, 3332 TO 3400, 3435 TO 3500, 3532 TO 3600, 3632 TO 3700, 3745 TO 3800, 3857 TO 3900, 3939 TO 4000, 4037 TO 4100, 4139 TO 4200, 4238 TO 4300, 4353 TO 4400, 4423 TO 4500, 4519 TO 4600, 4622, 4647 TO 4700, 4732 TO 4800, 4839 TO 4900, 4928 TO 5000, 5022 TO 5100, 5129 TO 5400, 5439 TO 5500, 5536 TO 5600, 5641 TO 6000, 6018 TO 6100, 6130 TO 6300, 6318 TO 6400, 6452 TO 6500, 6520 TO 6600, 6624 TO 6700, 6728 TO 8100, 8150 TO 9700, B, S1, S2 AND S4 TO S33, S35 TO S67 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p>
<p>STAGING: This is a staged subdivision.</p>		<div style="border: 1px solid black; padding: 5px; font-size: small;"> <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>Lyssna Group Pty Ltd 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>	<table style="width:100%;"> <tr> <td style="width:50%;">DATE: 02/11/23</td> <td style="width:50%;">REFERENCE: AA0015</td> </tr> <tr> <td>DRAWING: CM0056AA</td> <td>DRAWN BY: BA</td> </tr> </table> <p style="text-align: right;">ORIGINAL SHEET SIZE: A3 SHEET 1 OF 102</p> <p style="text-align: center;">THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>	DATE: 02/11/23	REFERENCE: AA0015	DRAWING: CM0056AA	DRAWN BY: BA
DATE: 02/11/23	REFERENCE: AA0015				
DRAWING: CM0056AA	DRAWN BY: BA				

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		Sheet 2
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 sheet size A3
		LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 15/05/18 VERSION A DWG 2461035EA

PLAN OF SUBDIVISION

PS 617320S

EASEMENT INFORMATION

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



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

LyssnaGroup.com

DATE: 05/02/21
 DRAWING: CM0065AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 3

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

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

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

KEY SHEET FOR EASEMENTS AND ROADS
FOUND ON SHEET 5

MANDALAY



Lysna Group Pty Ltd
 ABN 18 616 611 191
 Tel: +61 3 9516 8899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dods Street
 Southbank VIC 3006 Australia

LysnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 4

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

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

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

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lysna Group Pty Ltd
 ABN 18 616 611 191
 Tel: +61 3 9516 8899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LysnaGroup.com

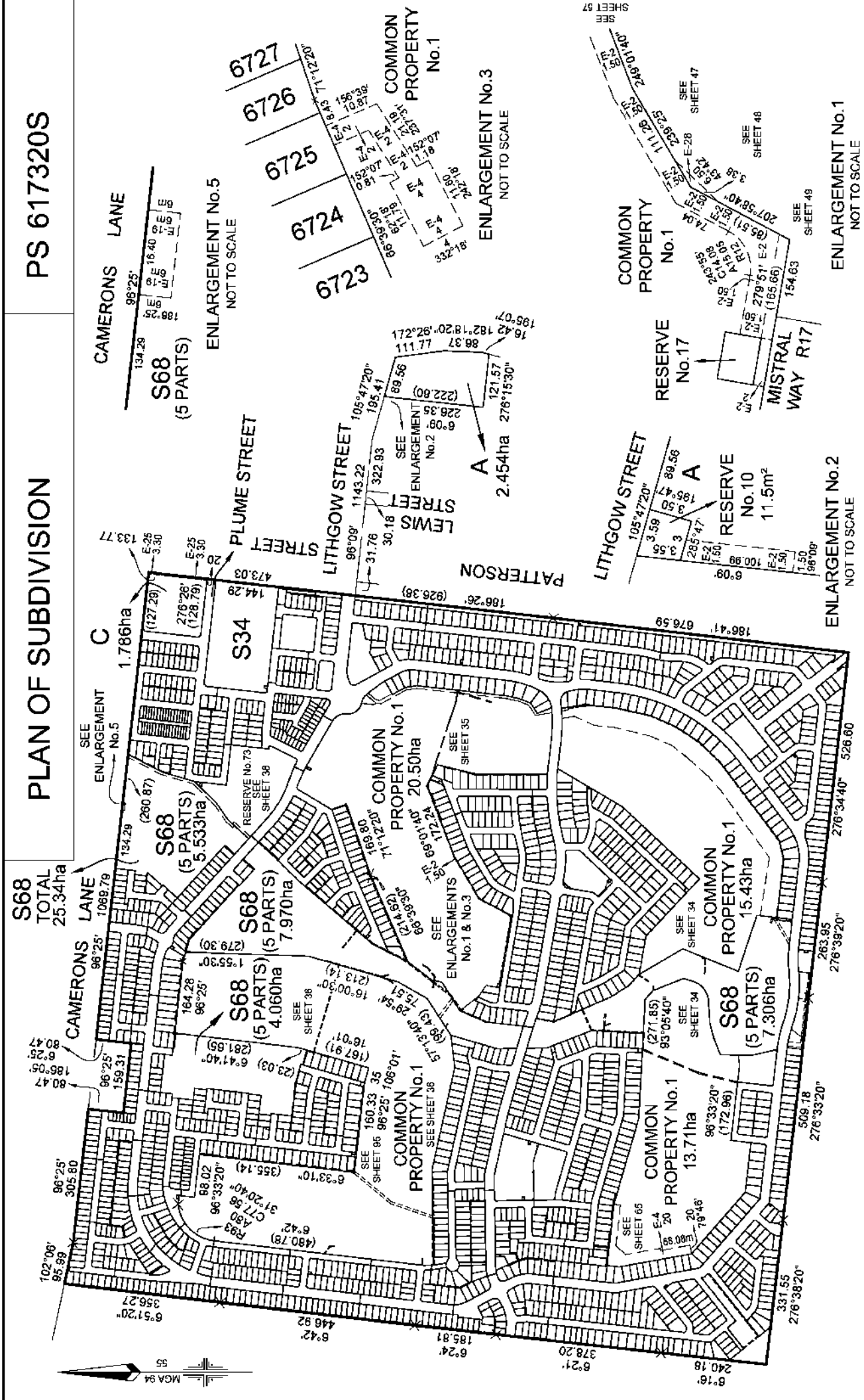
DATE: 02/11/23
 DRAWING: CM0056AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 5

PS 617320S

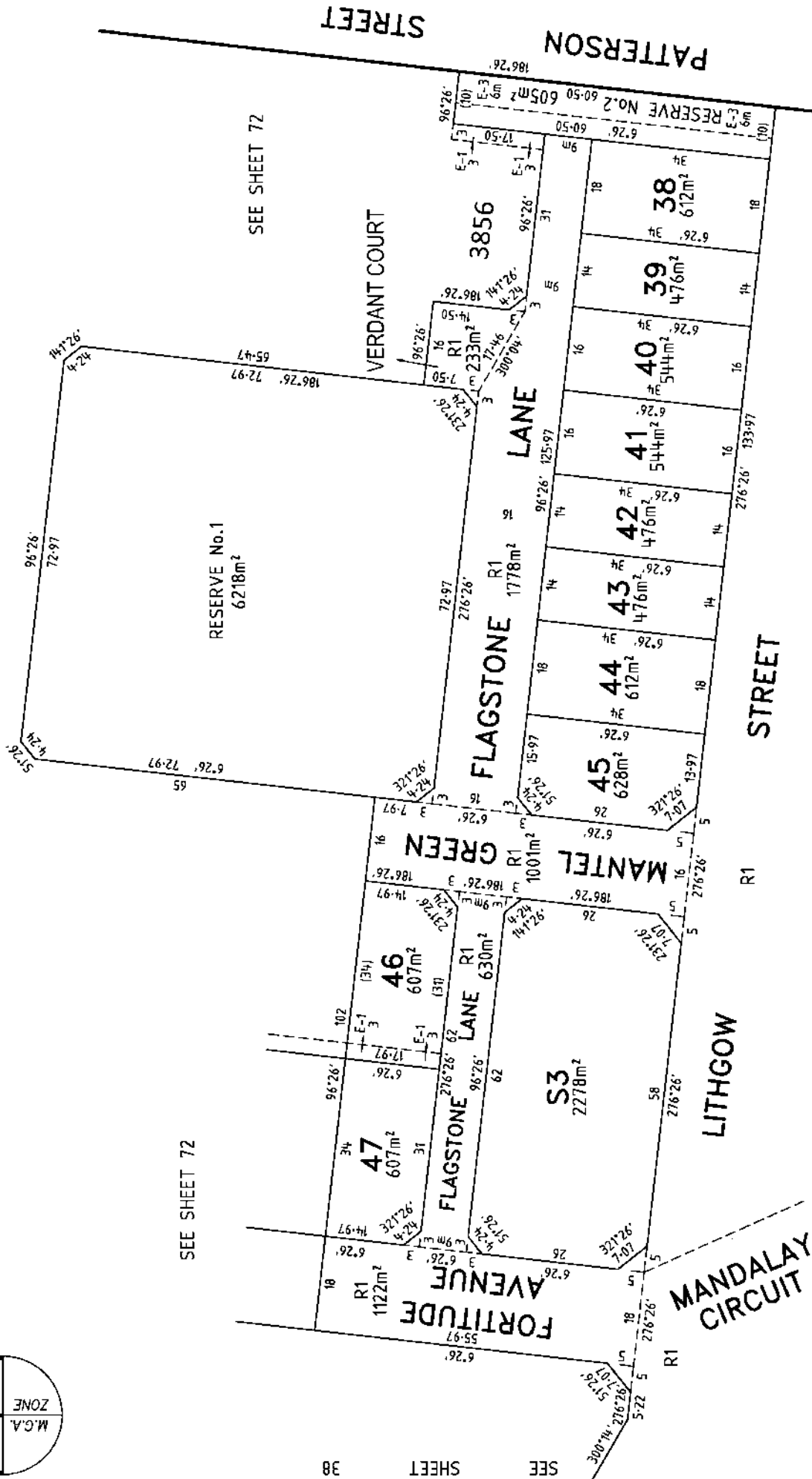
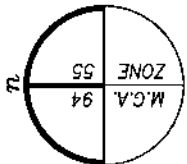
PLAN OF SUBDIVISION



MANDALAY		SCALE	0 80 160 240 320	ORIGINAL SHEET SIZE: A3	SHEET 6
LICENSED SURVEYOR: ANDREW J. REAY		1:8000	LENGTHS ARE IN METRES		
DATE:	02/11/23	REFERENCE:	AA0015		
DRAWING:	CM0056AA	DRAWN BY:	BA		
<p>Lyssna Group Pty Ltd ABN 58 616 811 851 Tel: +61 3 9516 6899 PO Box 1058, South Melbourne 3205 Suite 3, 102 Doddis Street Southbank VIC 3008 Australia</p>					

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 72

SEE SHEET 72

SEE SHEET 8

Sheet 7

ORIGINAL

SCALE

MANDALAY



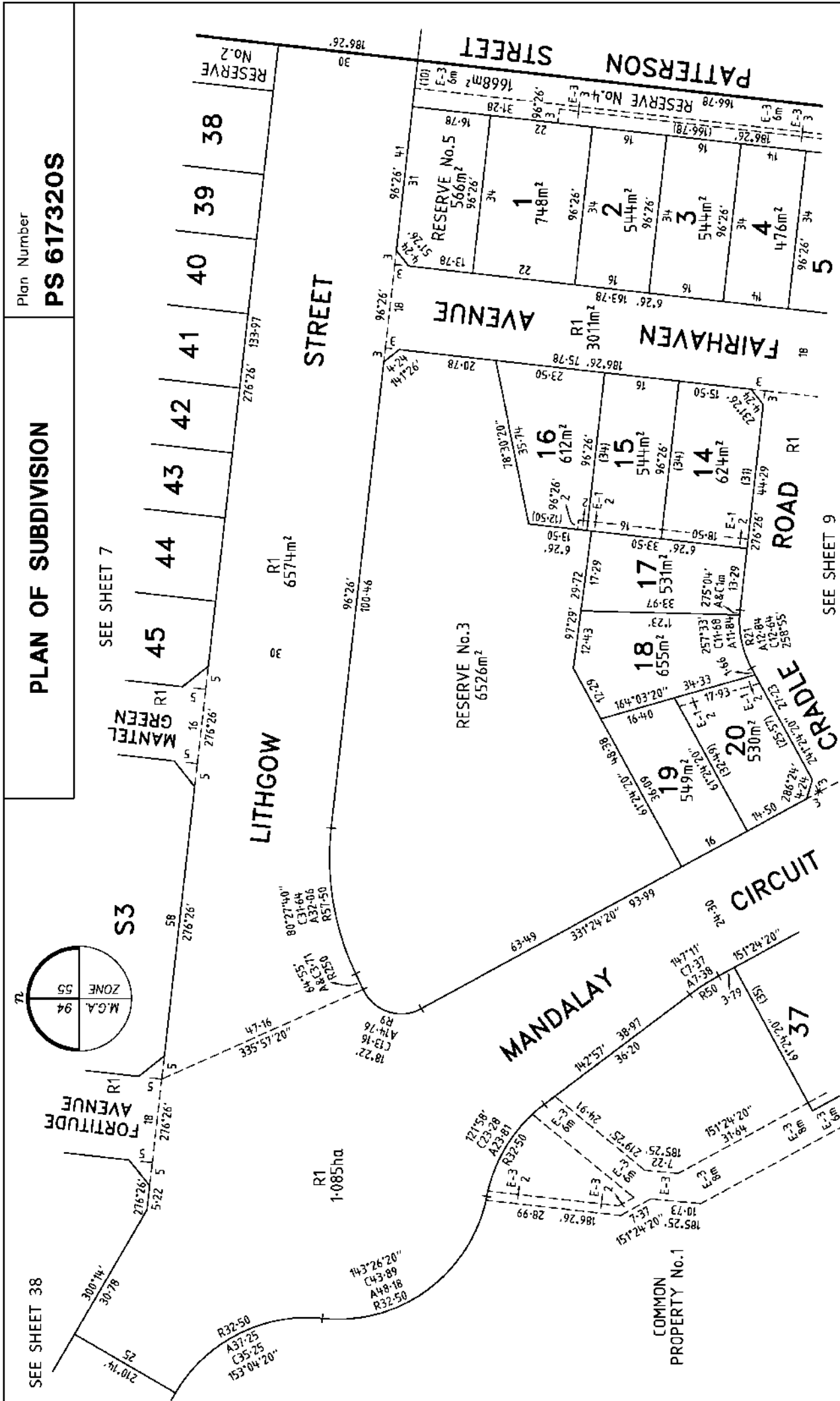
Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



LENGTHS ARE IN METRES

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

SEE SHEET 38



Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 38

Sheet 8

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

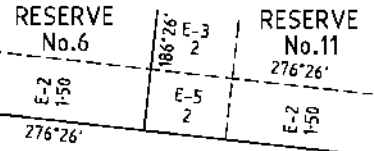
MANDALAY

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

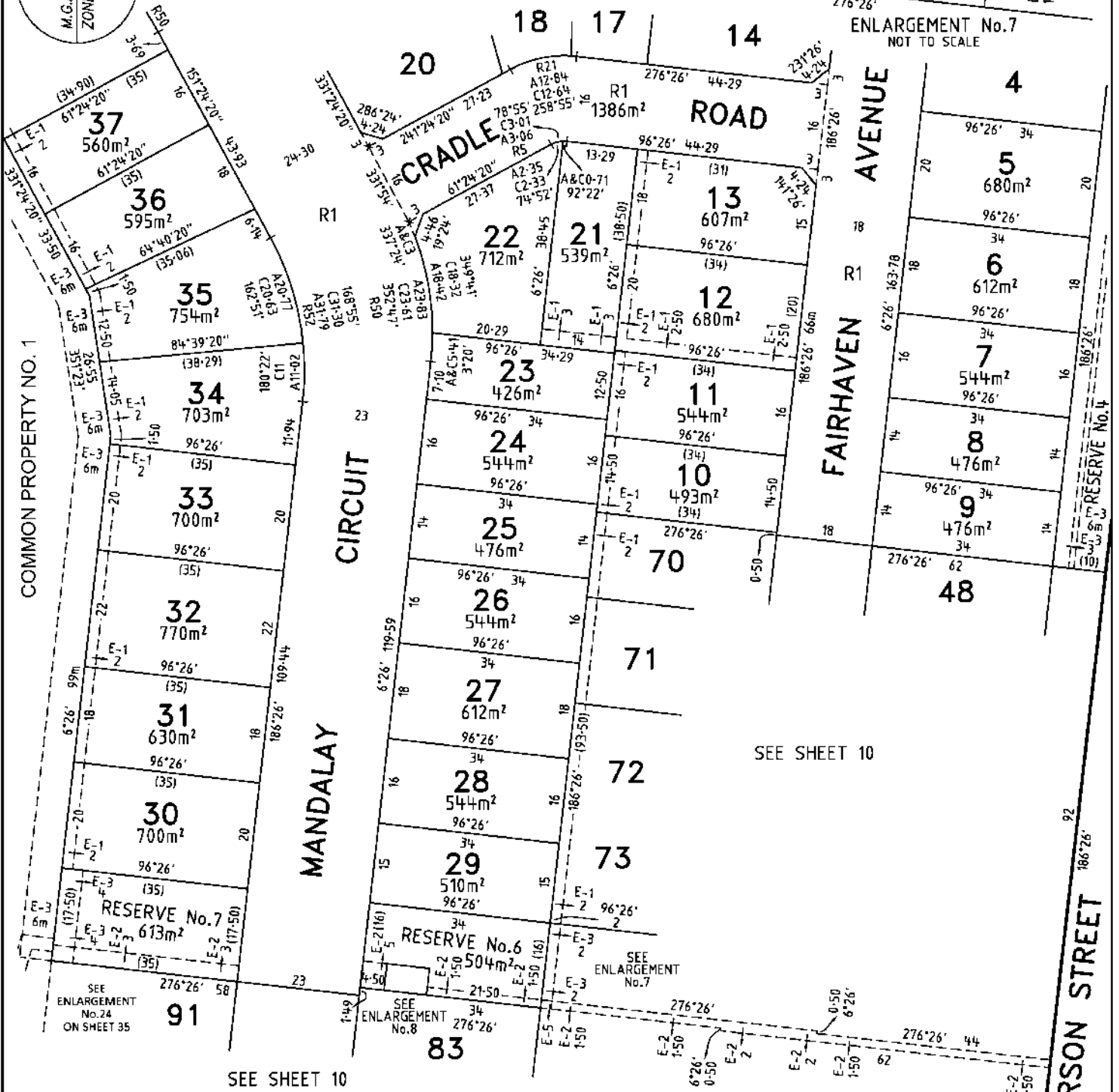
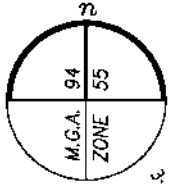
PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 8



ENLARGEMENT No.7
NOT TO SCALE



COMMON PROPERTY NO. 1

SEE SHEET 10

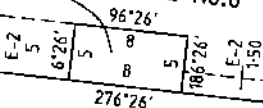
SEE SHEET 10

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



RESERVE No.8
40m²



ENLARGEMENT No.8
NOT TO SCALE

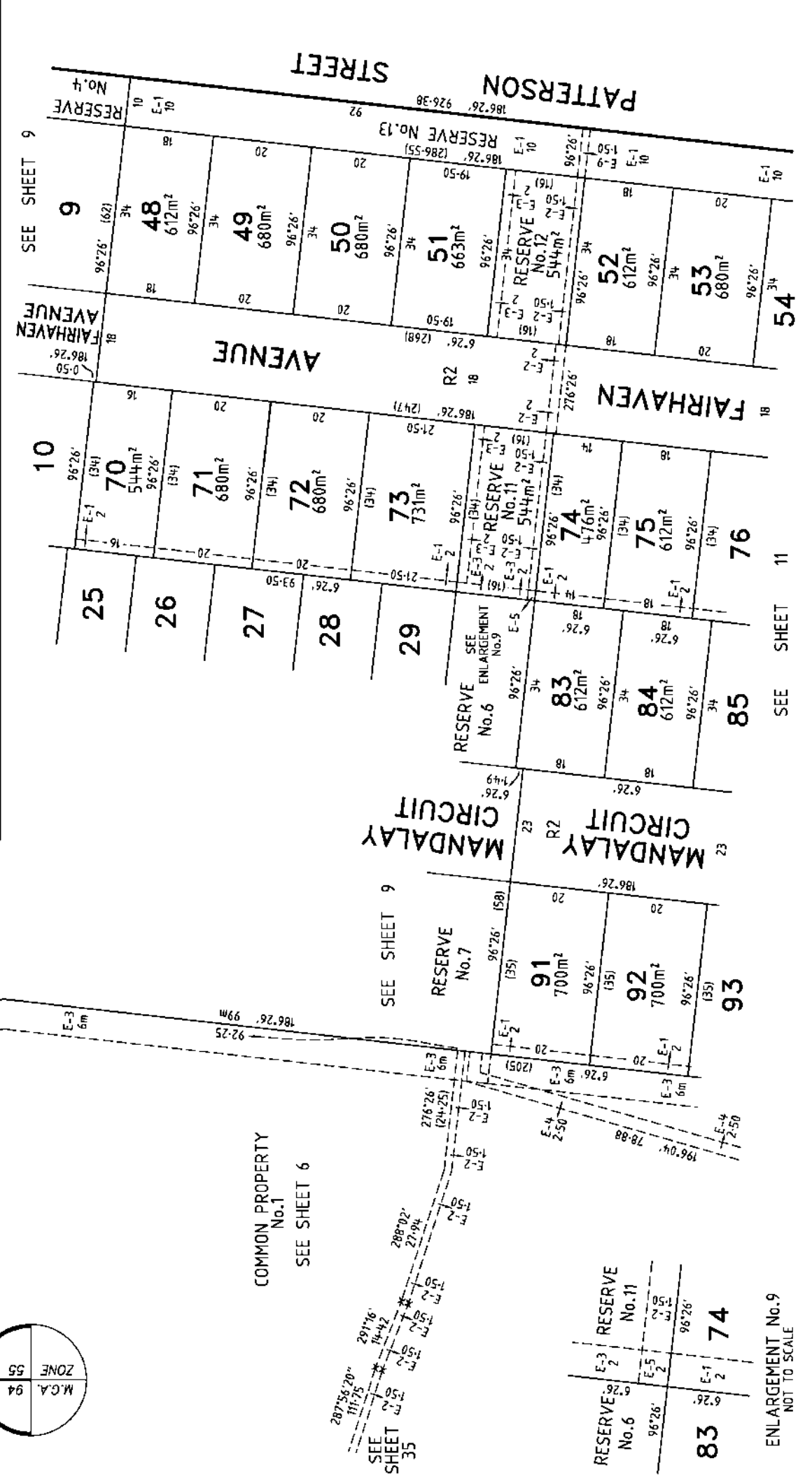


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 9

PLAN OF SUBDIVISION
 Plan Number
PS 617320S

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



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 15/05/18
VERSION A

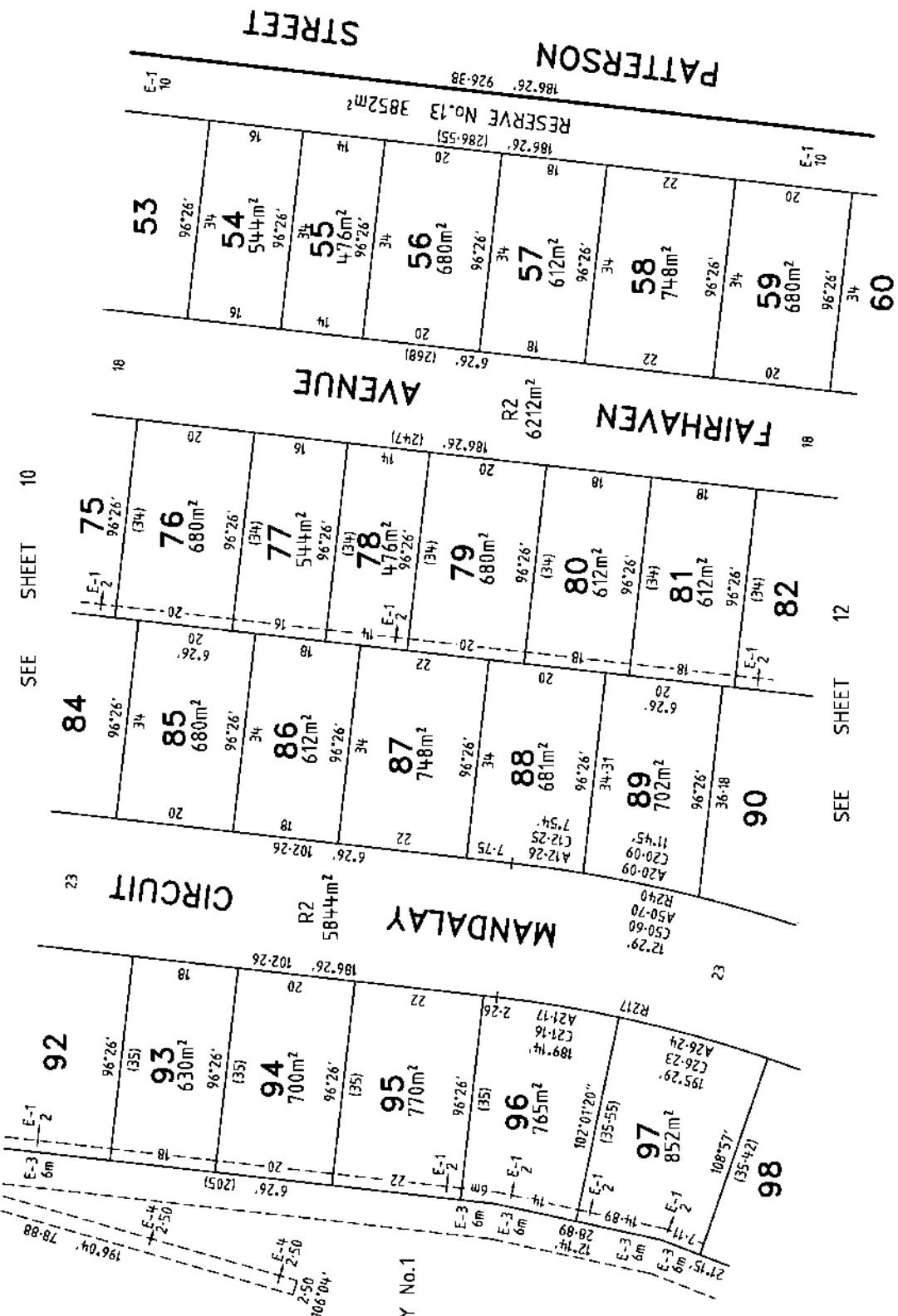
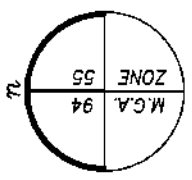
SCALE 1:750 A3
SHEET SIZE A3

ORIGINAL SCALE LENGTHS ARE IN METRES
 7.5 0 15 30

Sheet 10

PLAN OF SUBDIVISION

Plan Number
PS 617320S



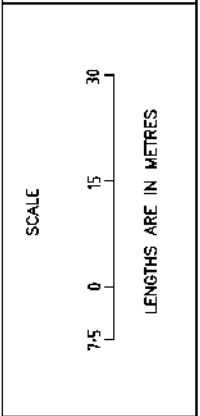
SEE SHEET 10

SEE SHEET 12

COMMON PROPERTY No.1
SEE SHEET 6

Sheet 11

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
DIGITALLY SIGNED
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

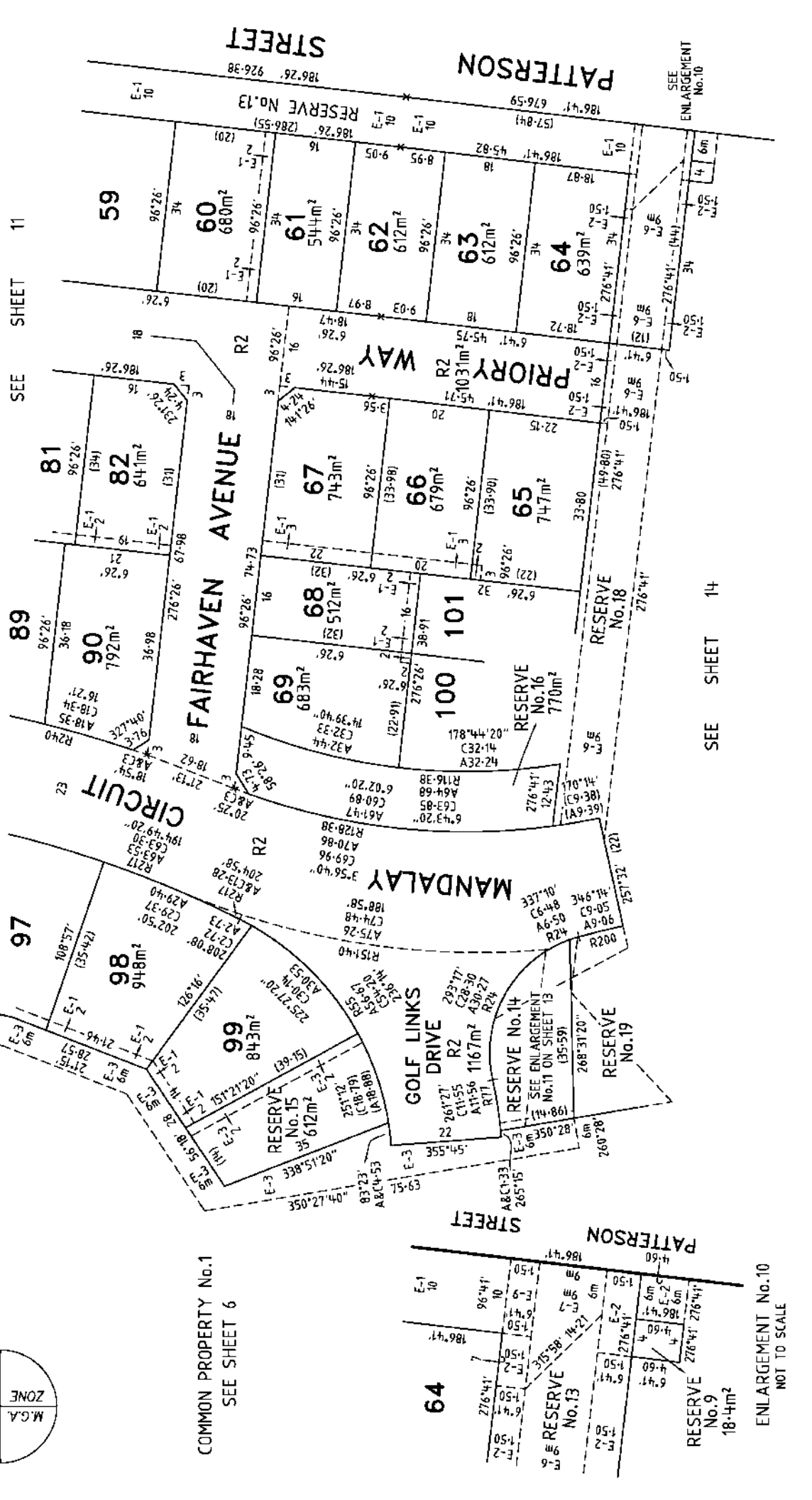
Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 11

SEE SHEET 11

SEE SHEET 11



72

M.G.A. 94 55 ZONE

COMMON PROPERTY No.1
SEE SHEET 6

SEE SHEET 11

SEE SHEET 11

SEE SHEET 14

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

MANDALAY

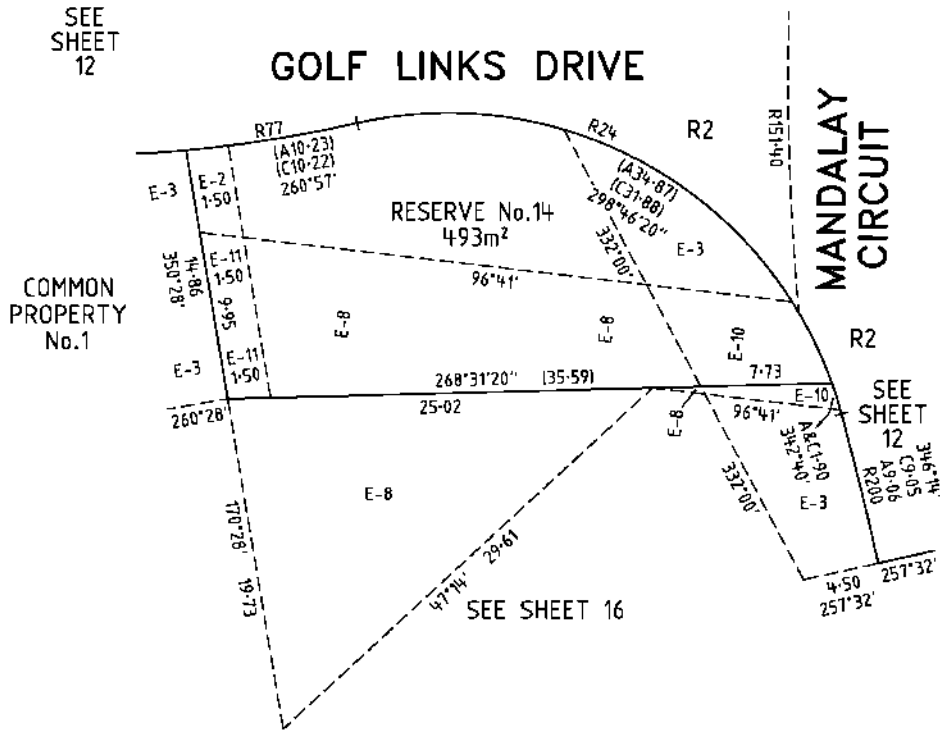
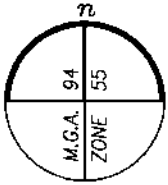
Bosco Jonson Pty Ltd
ALB.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY
SCALE 1:750
SHEET SIZE A3
ORIGINAL

Sheet 12

PLAN OF SUBDIVISION

Plan Number
PS 617320S



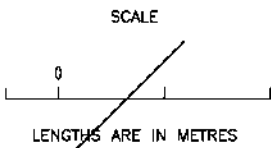
ENLARGEMENT No.11
NOT TO SCALE

MANDALAY

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



ORIGINAL
SCALE
SHEET SIZE
A3



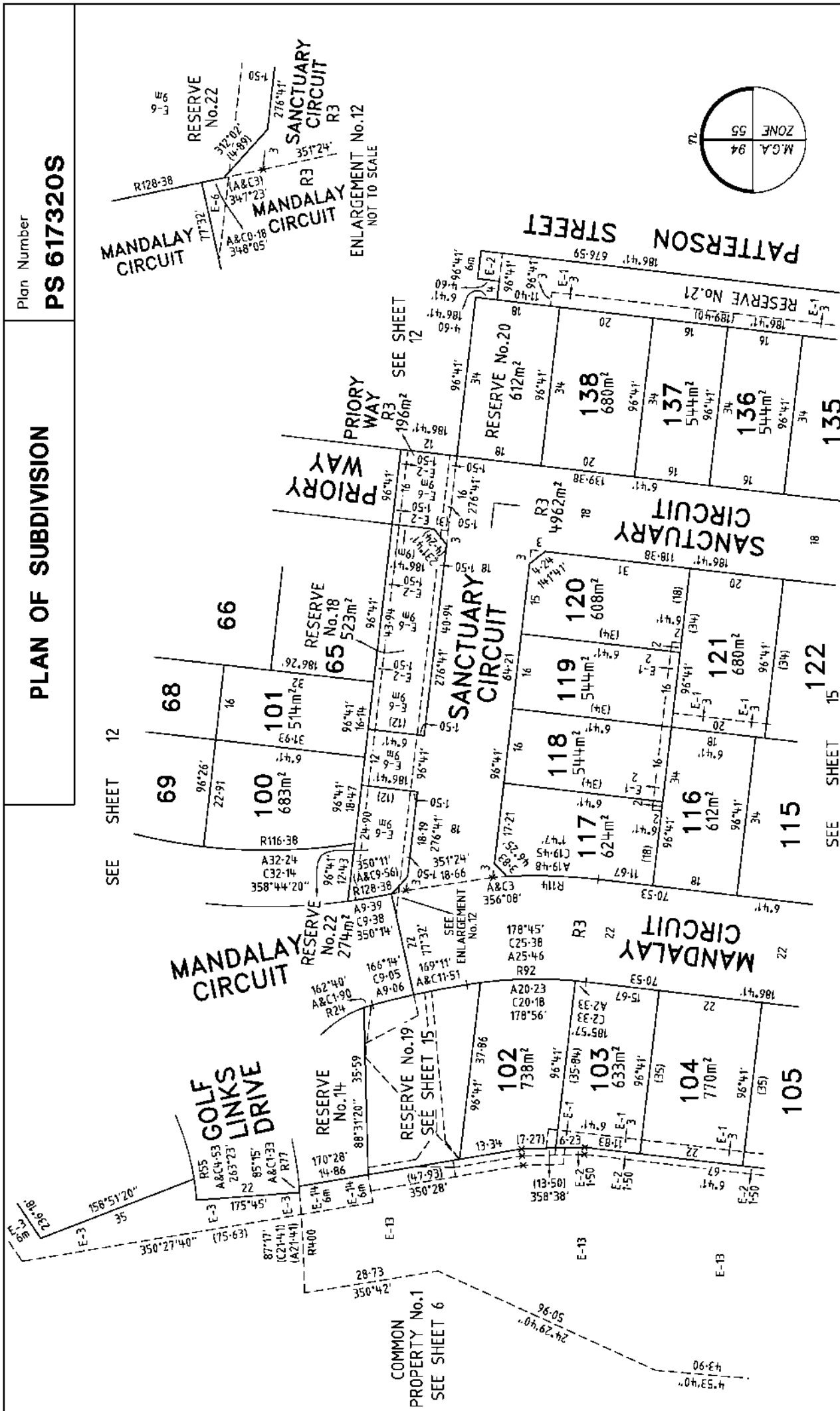
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 13

PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 12

PRIORITY WAY R3 SEE SHEET 12

RESERVE No. 20 612m²

RESERVE No. 21

RESERVE No. 18 523m²

RESERVE No. 19 4962m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

RESERVE No. 22 274m²

ORIGINAL

SCALE 1:750 SHEET SIZE A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333 DWG 2461035EA

15/05/18 VERSION A

Sheet 14

MANDALAY

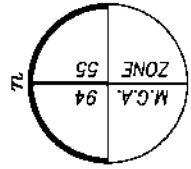
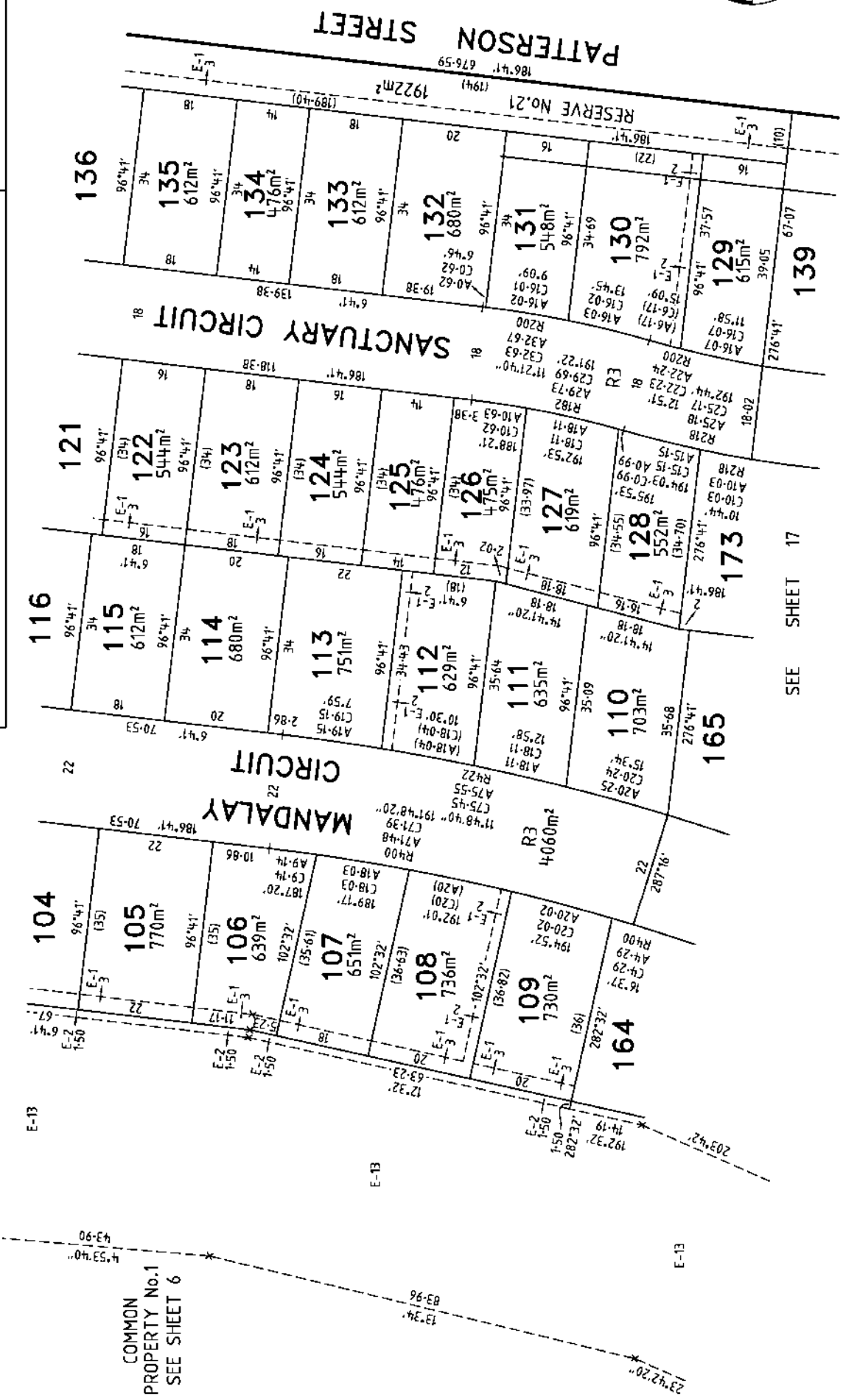


Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 14

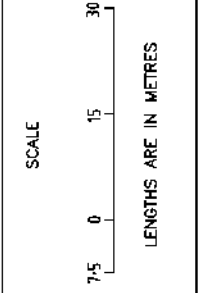


COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 17

Sheet 15

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



ORIGINAL

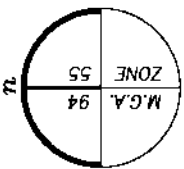
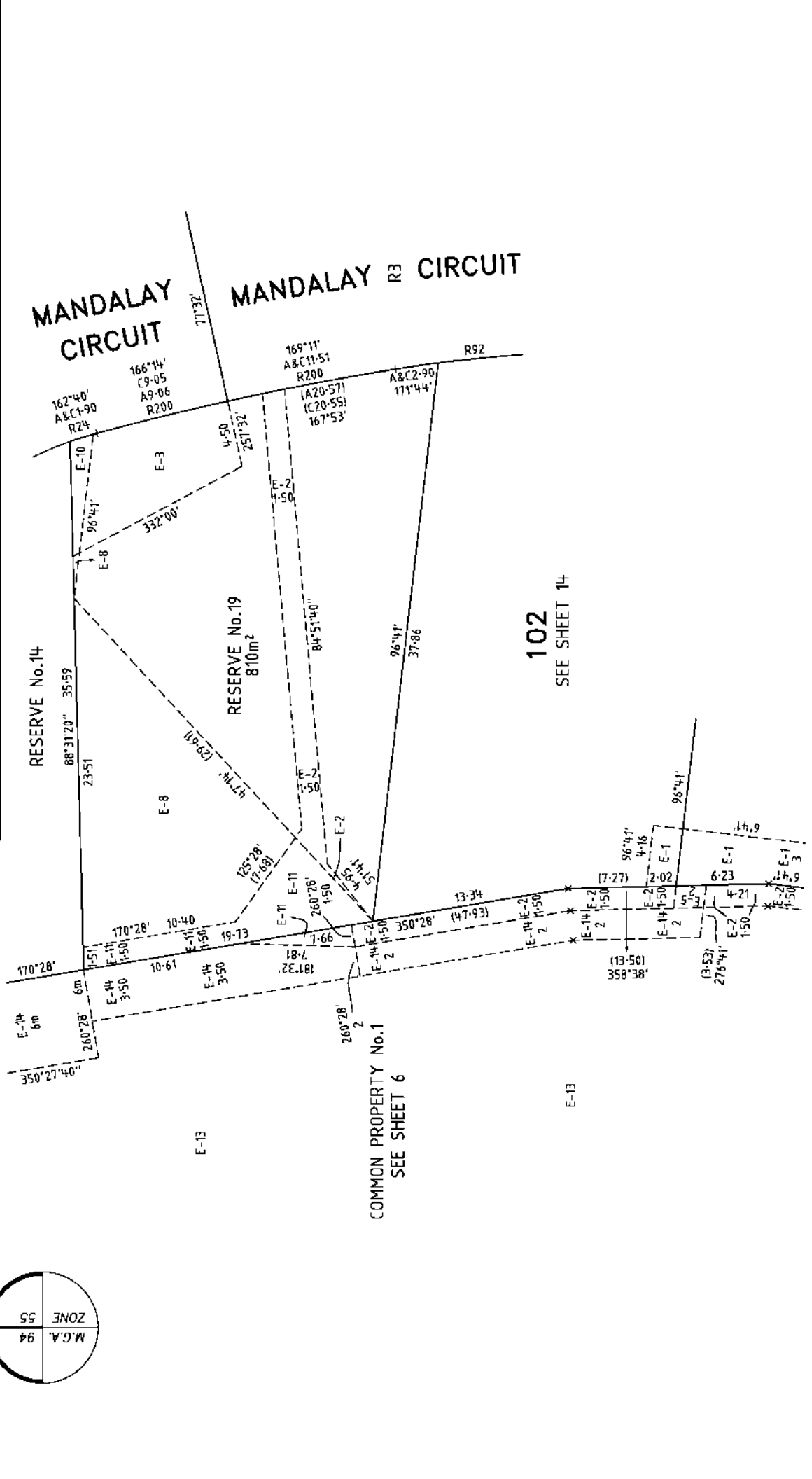
SCALE SHEET SIZE
1:750 A3

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 Number
PS 617320S

PLAN OF SUBDIVISION

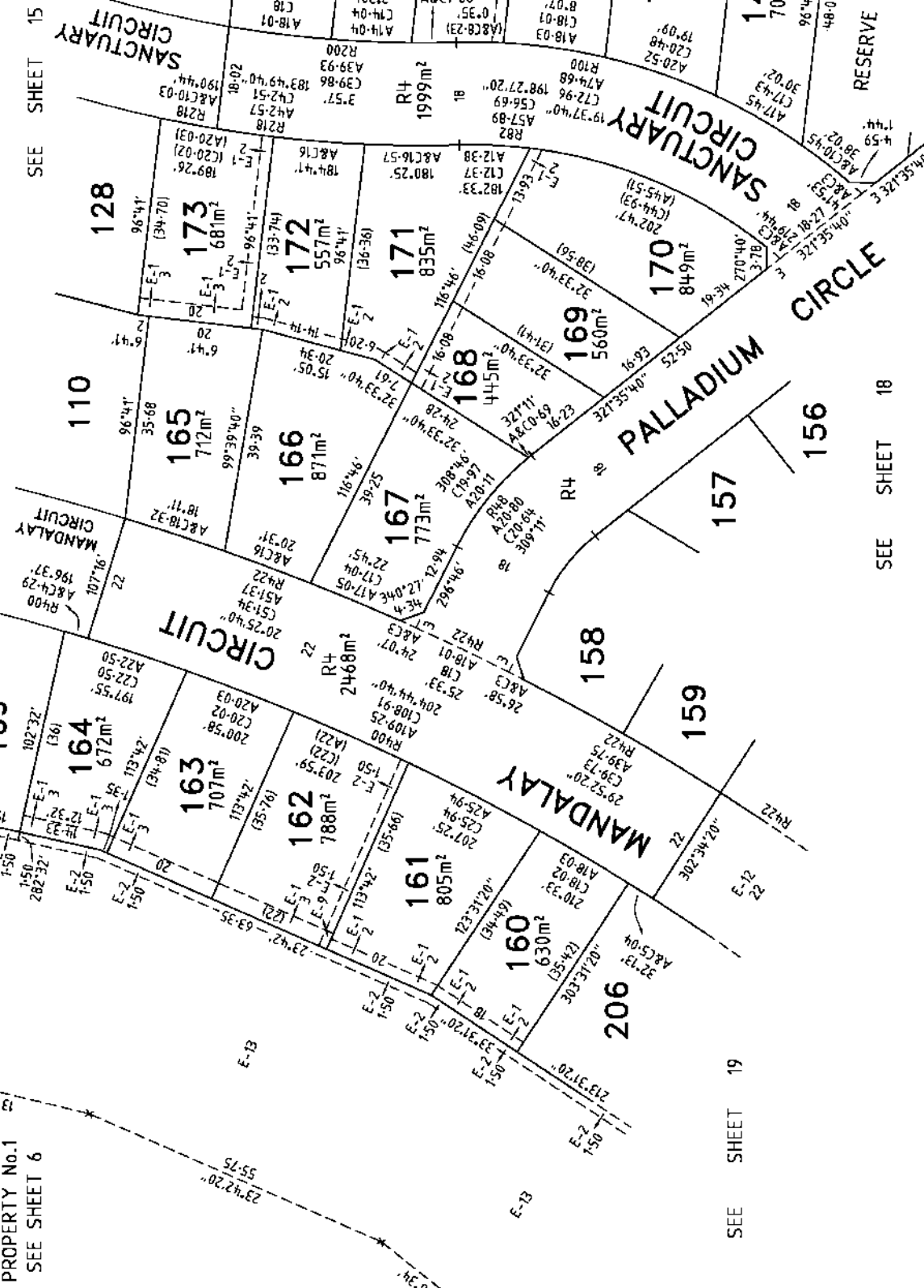
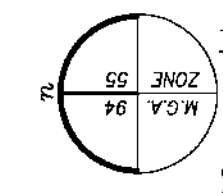


<p>MANDALAY</p> <p>Bosco Jonson Pty Ltd ALB.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>	<p>ORIGINAL</p> <p>SCALE 1:250</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>2.5 0 5 10</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS</p> <p>SIGNATURE DATE / /</p> <p>REF 24610333</p> <p>DWG 2461035EA</p> <p>15/05/18</p> <p>VERSION A</p>	<p>Sheet 16</p>
	<p>SEE SHEET 14</p>	<p>SEE SHEET 6</p>	<p>SEE SHEET 14</p>	<p>SEE SHEET 16</p>

Plan Number
PS 617320S

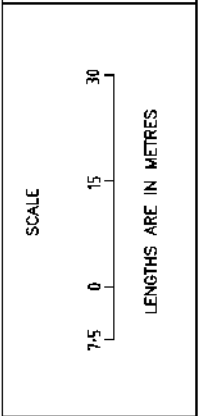
PLAN OF SUBDIVISION

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



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

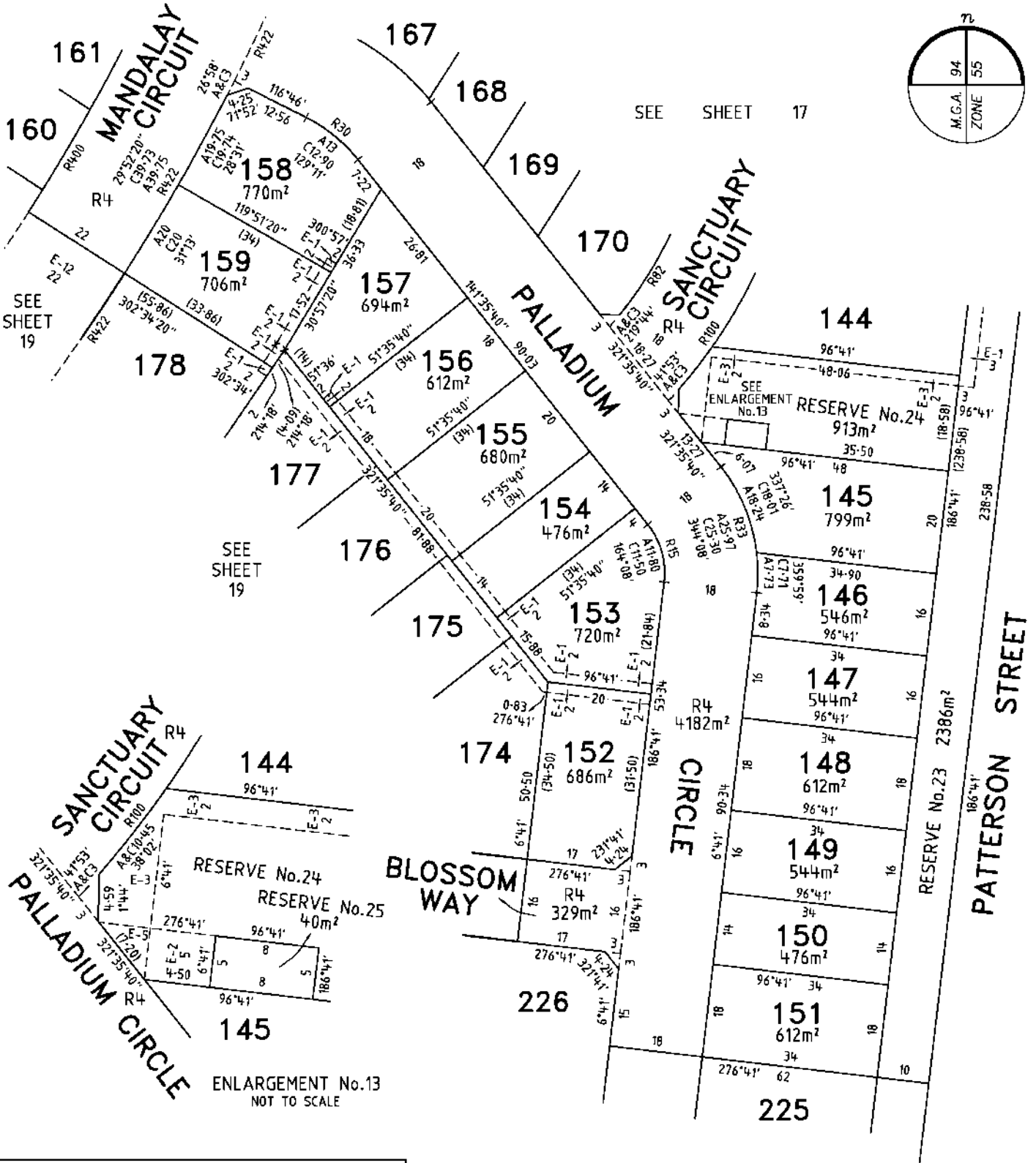
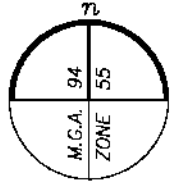
SEE SHEET 19

SEE SHEET 18

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 17



SEE SHEET 19

SEE SHEET 22

MANDALAY

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



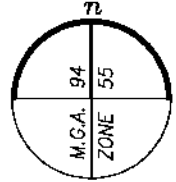
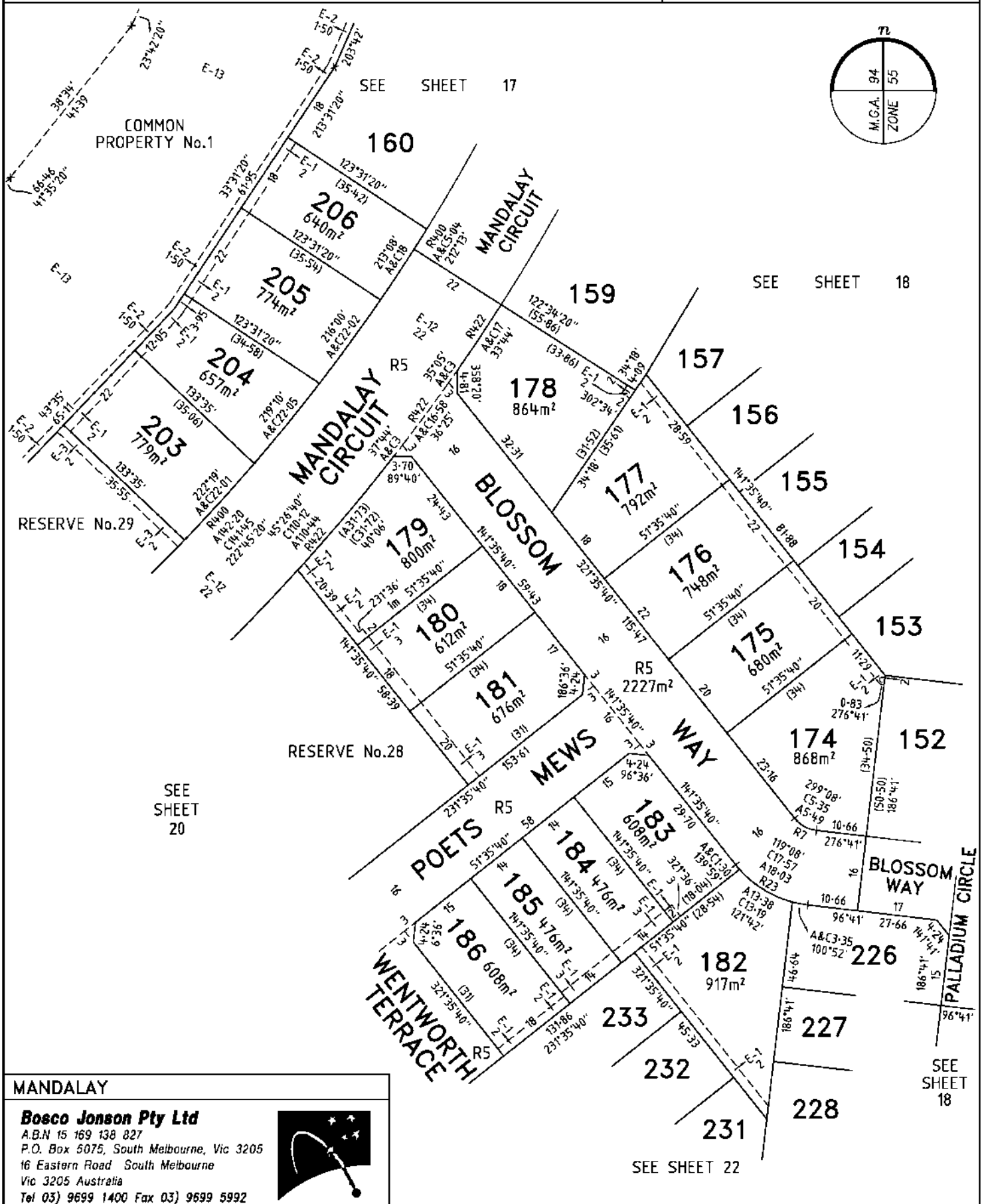
ORIGINAL SCALE	
SCALE	SHEET SIZE
1:750	A3
LENGTHS ARE IN METRES	

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

Sheet 18

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL SCALE

SCALE

7.5 0 15 30

LENGTHS ARE IN METRES

SCALE SHEET SIZE
1:750 A3

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

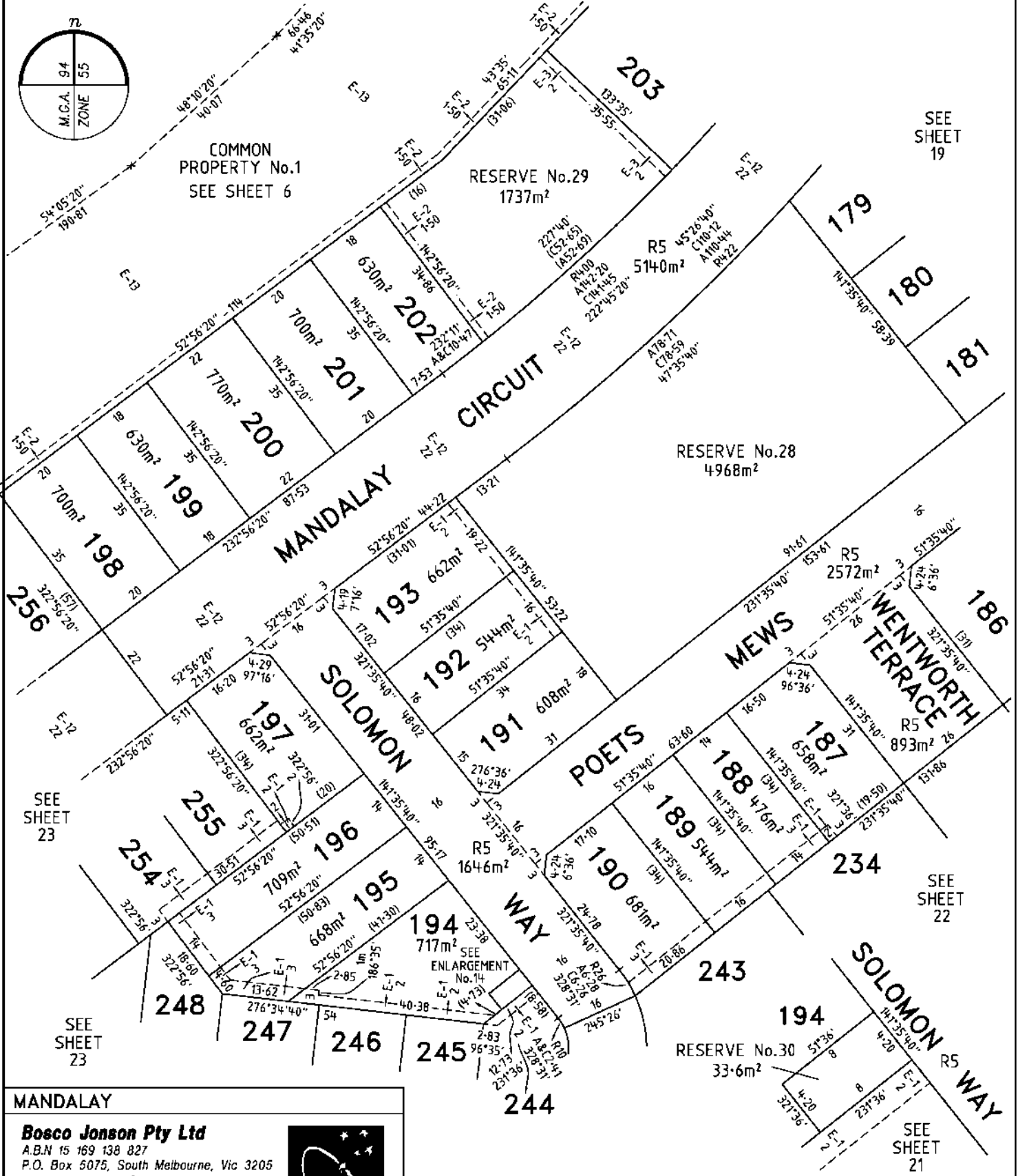
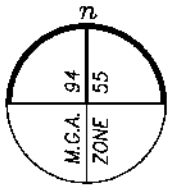
SIGNATURE DATE / /

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

Sheet 19

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 19

SEE SHEET 23

SEE SHEET 23

SEE SHEET 22

SEE SHEET 21

MANDALAY

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



ENLARGEMENT No.14
NOT TO SCALE

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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

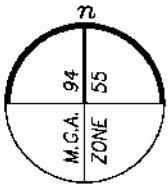
SIGNATURE DIGITALLY SIGNED DATE / /

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

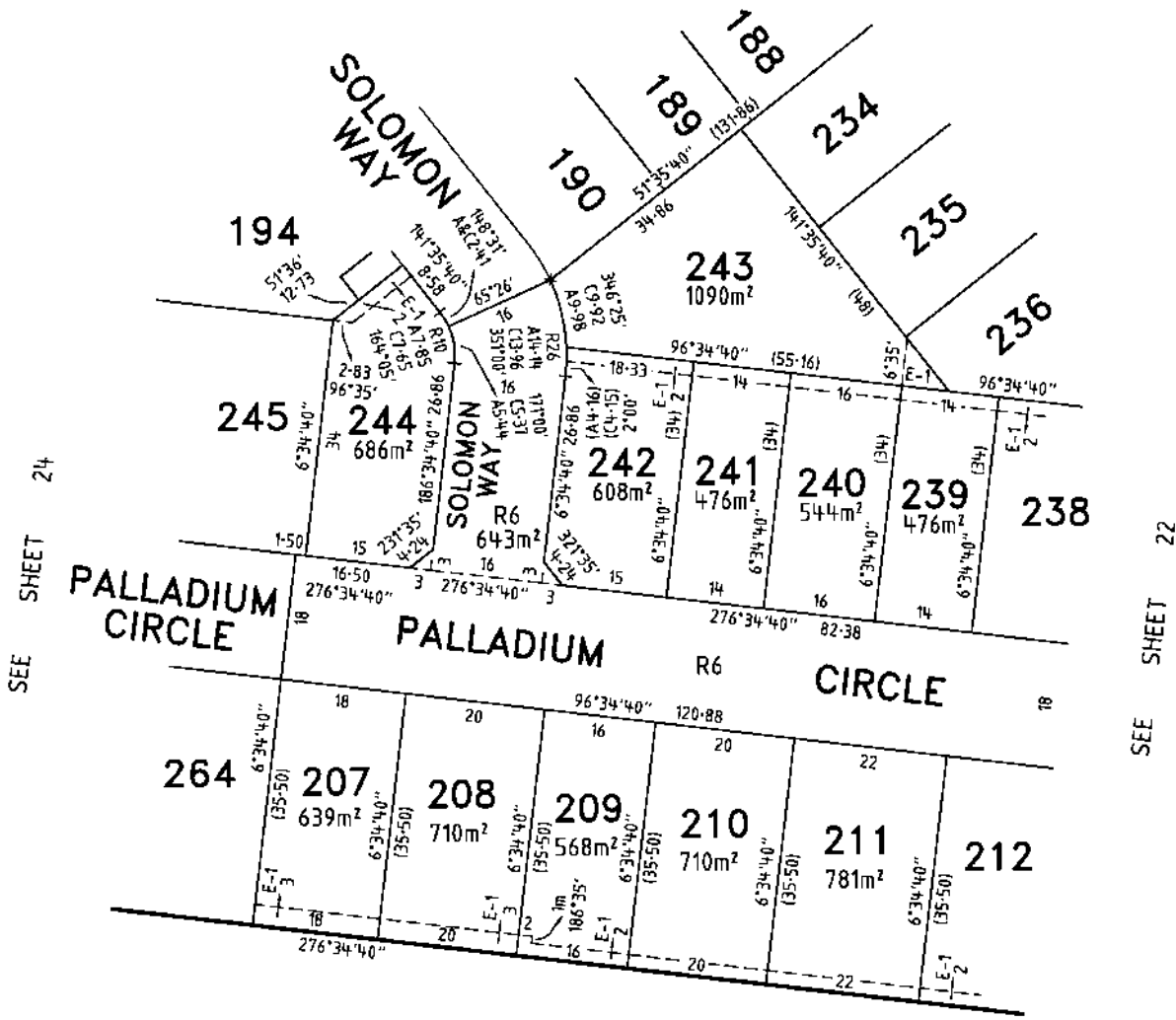
Sheet 20

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE
SHEET
20

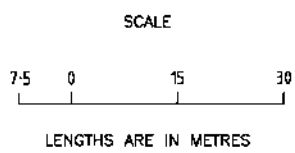


MANDALAY

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
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

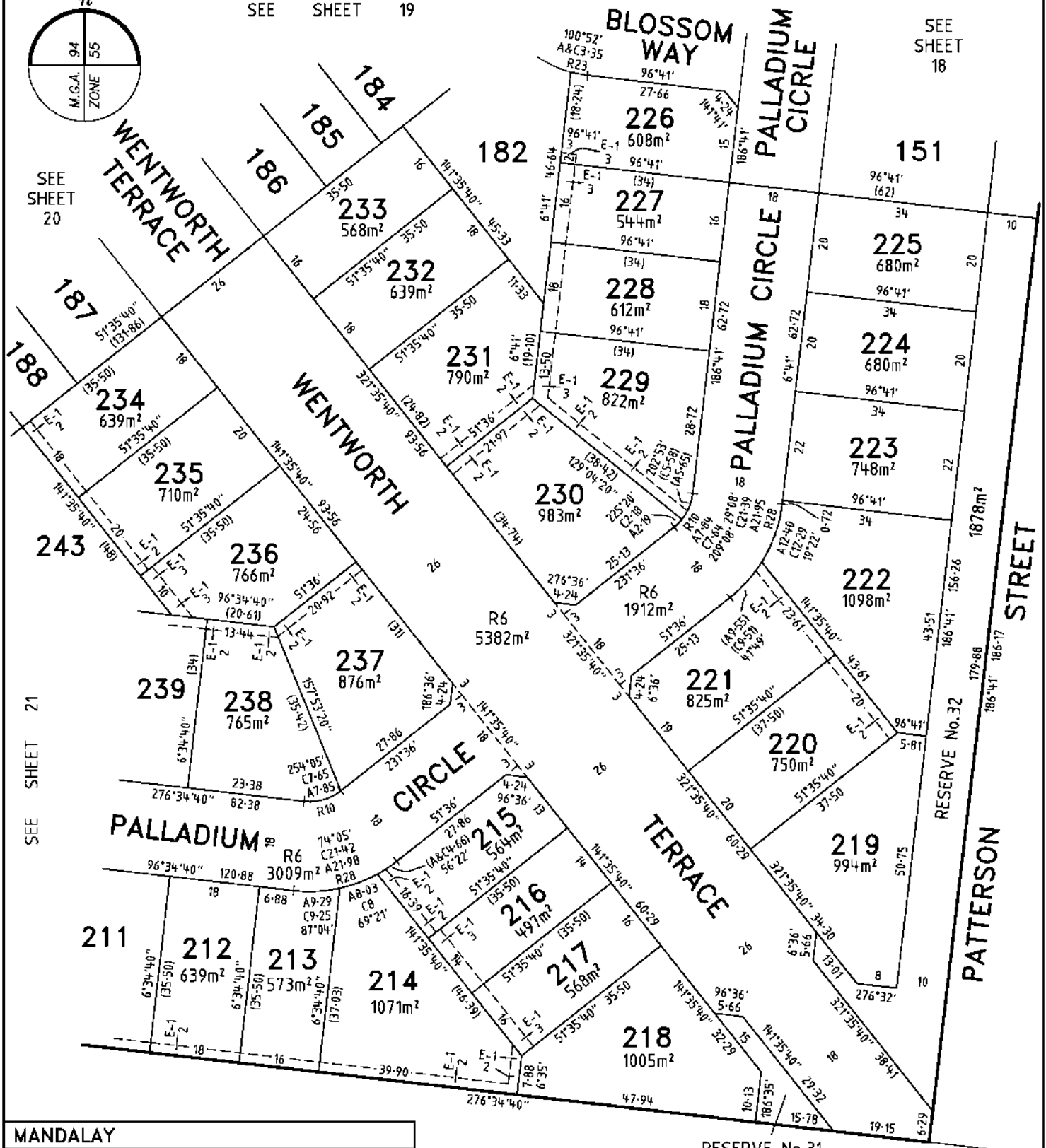
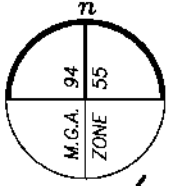
Sheet 21

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 19

SEE SHEET 18



MANDALAY

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



RESERVE No.31
169m²

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

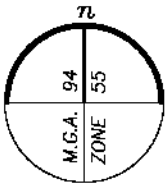
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 22

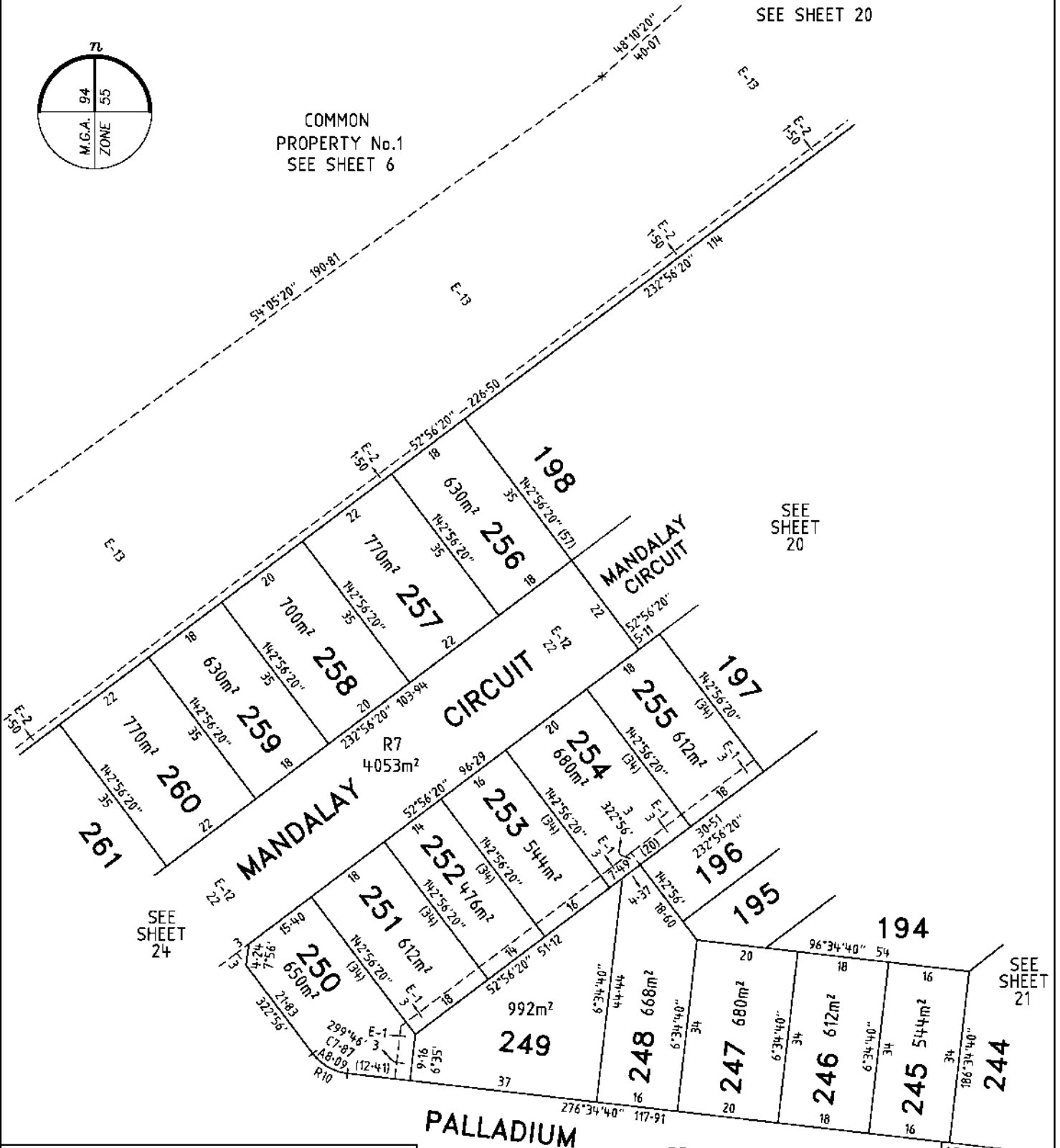
PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 20



COMMON
PROPERTY No.1
SEE SHEET 6



SEE SHEET 24

SEE SHEET 20

SEE SHEET 21

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



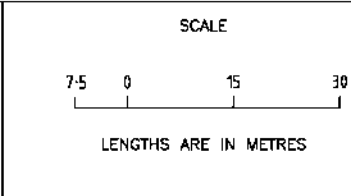
PALLADIUM

SEE SHEET 24

CIRCLE

SEE SHEET 21
PALLADIUM CIRCLE

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3

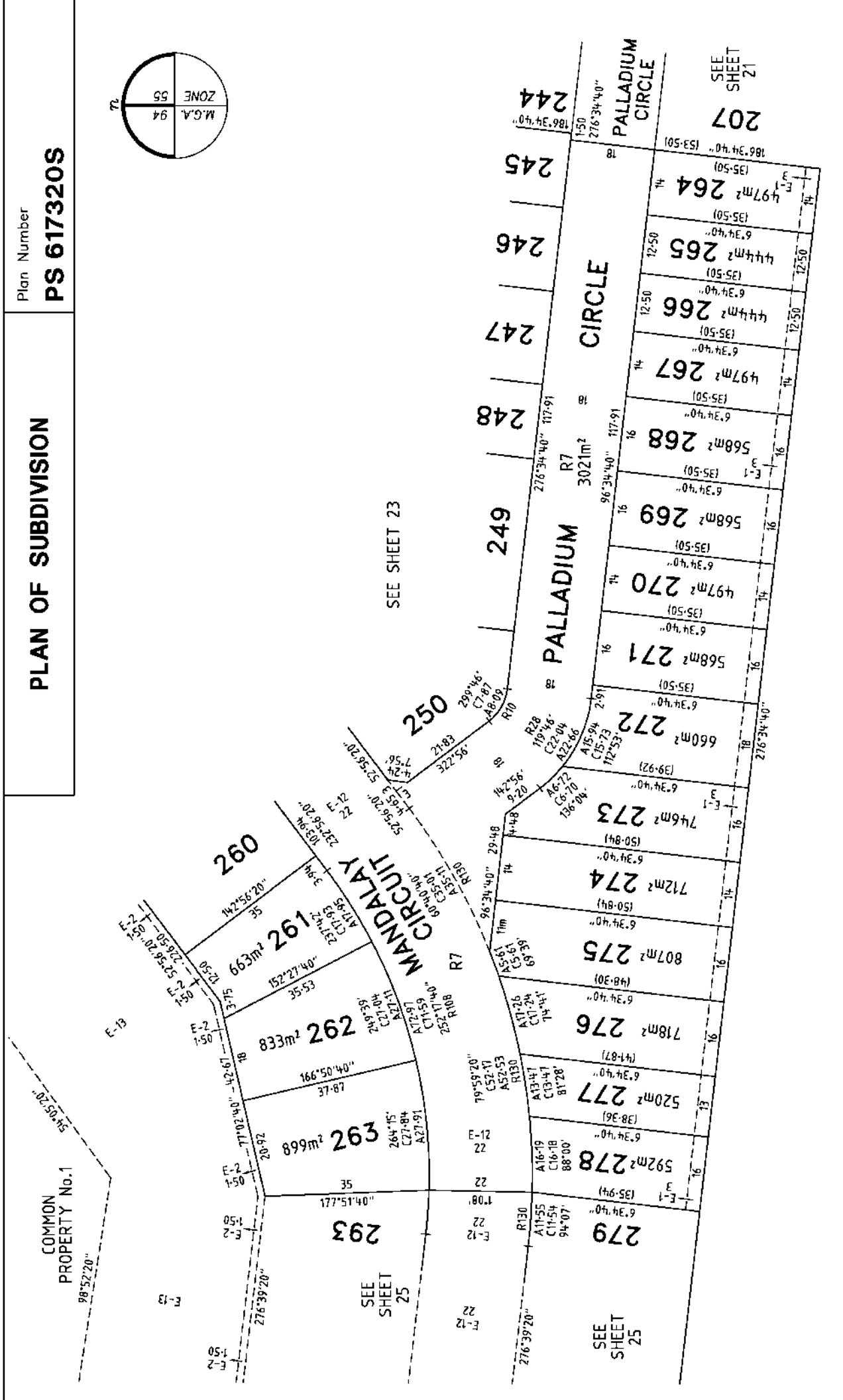
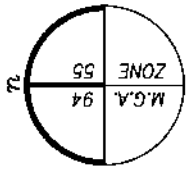


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 23

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) 9689 1400 Fax 03) 9689 5992

ORIGINAL SCALE SHEET SIZE
 1:750 A3

SCALE
 7.5 0 15 30
 LENGTHS ARE IN METRES

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

Sheet 24

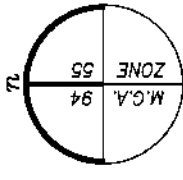
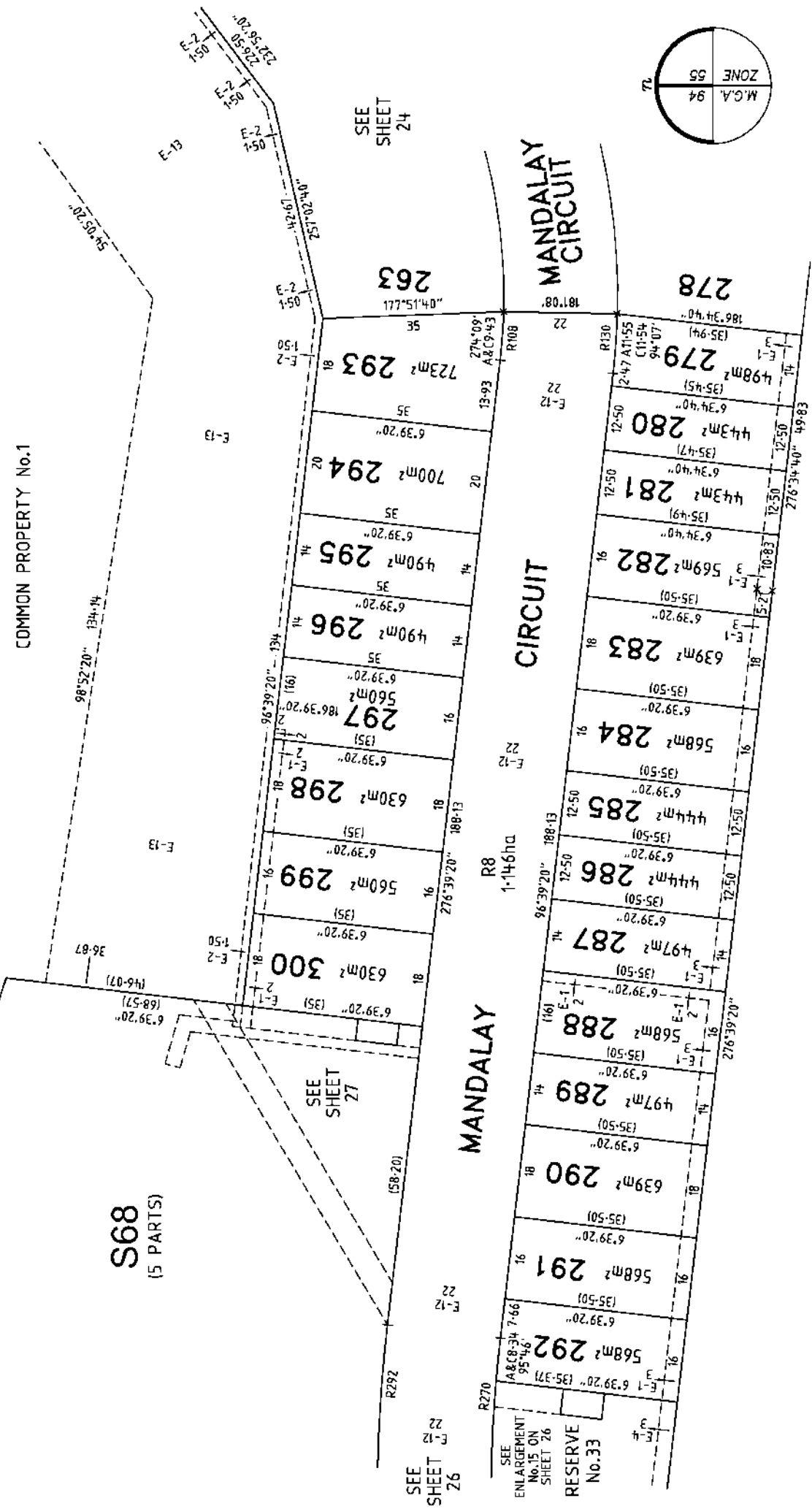
Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 34

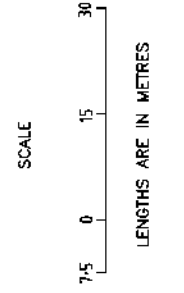
COMMON PROPERTY No.1

S68
(5 PARTS)



Sheet 25

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



ORIGINAL SCALE SHEET SIZE
1:750 A3



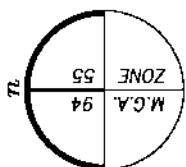
Bosco Jonson Pty Ltd
ALB.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY

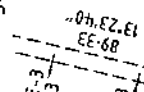
PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 34

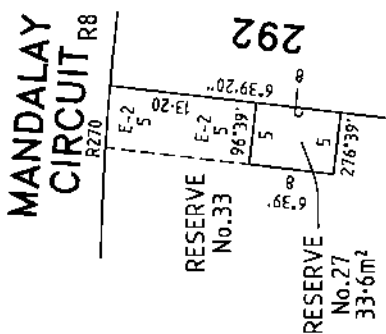


COMMON PROPERTY No.1

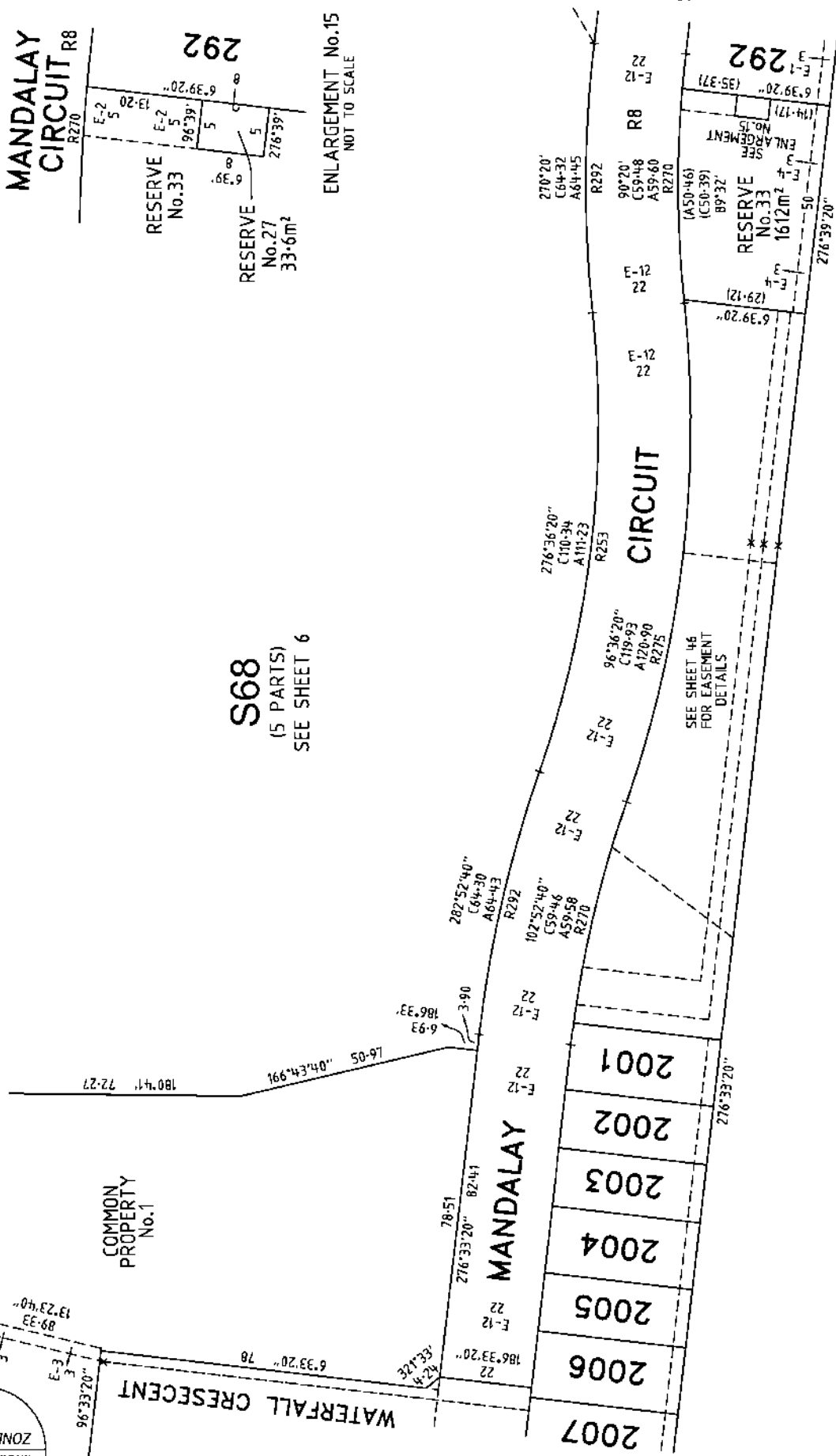
WATERFALL CRESCENT

SEE SHEET 46

S68
(5 PARTS)
SEE SHEET 6



ENLARGEMENT No.15
NOT TO SCALE



MANDALAY

Bosco Jonson Pty Ltd

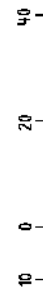
ALB.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9689 1400 Fax 03) 9689 5992



ORIGINAL

SCALE 1:1000
SHEET SIZE A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333
DWG 2461035EA

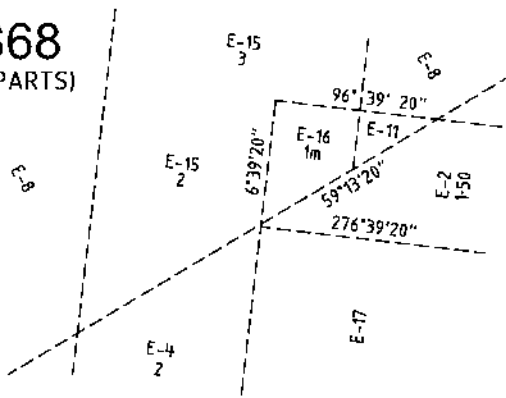
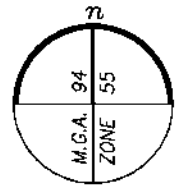
15/05/18 VERSION A

Sheet 26

PLAN OF SUBDIVISION

Plan Number
PS 617320S

S68
(5 PARTS)



ENLARGEMENT No.16
NOT TO SCALE

S68
(5 PARTS)
SEE SHEET 25

SEE ENLARGEMENT No.16

COMMON PROPERTY No.1

300

RESERVE No.26
40m²

SEE SHEET 26

SEE SHEET 25

R292

MANDALAY R8 **CIRCUIT**

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



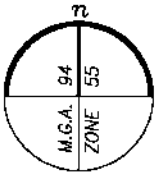
ORIGINAL	SCALE
SCALE 1:250	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

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

Sheet 27

PLAN OF SUBDIVISION

Plan Number
PS 617320S

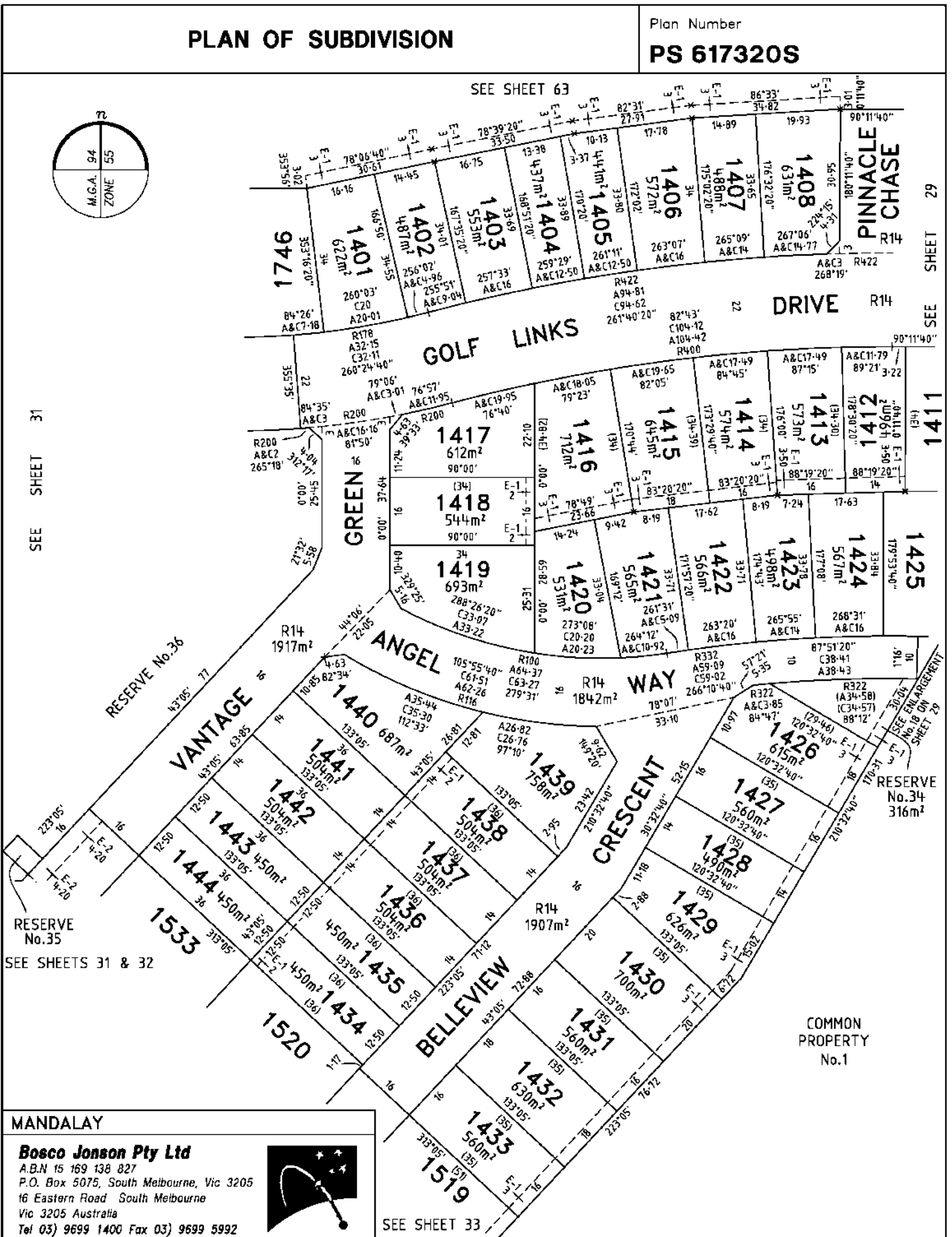


SEE SHEET 63

29 SHEET

SEE SHEET 1141

SEE SHEET 31



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



SEE SHEET 33

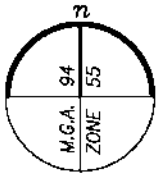
ORIGINAL	SCALE
SCALE	SHEET SIZE
1:800	A3
<p>LENGTHS ARE IN METRES</p>	

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

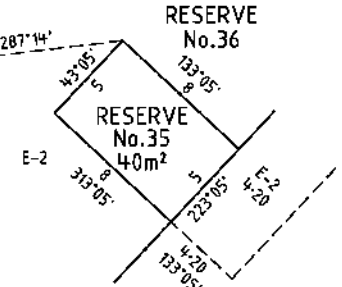
Sheet 28

PLAN OF SUBDIVISION

Plan Number
PS 617320S

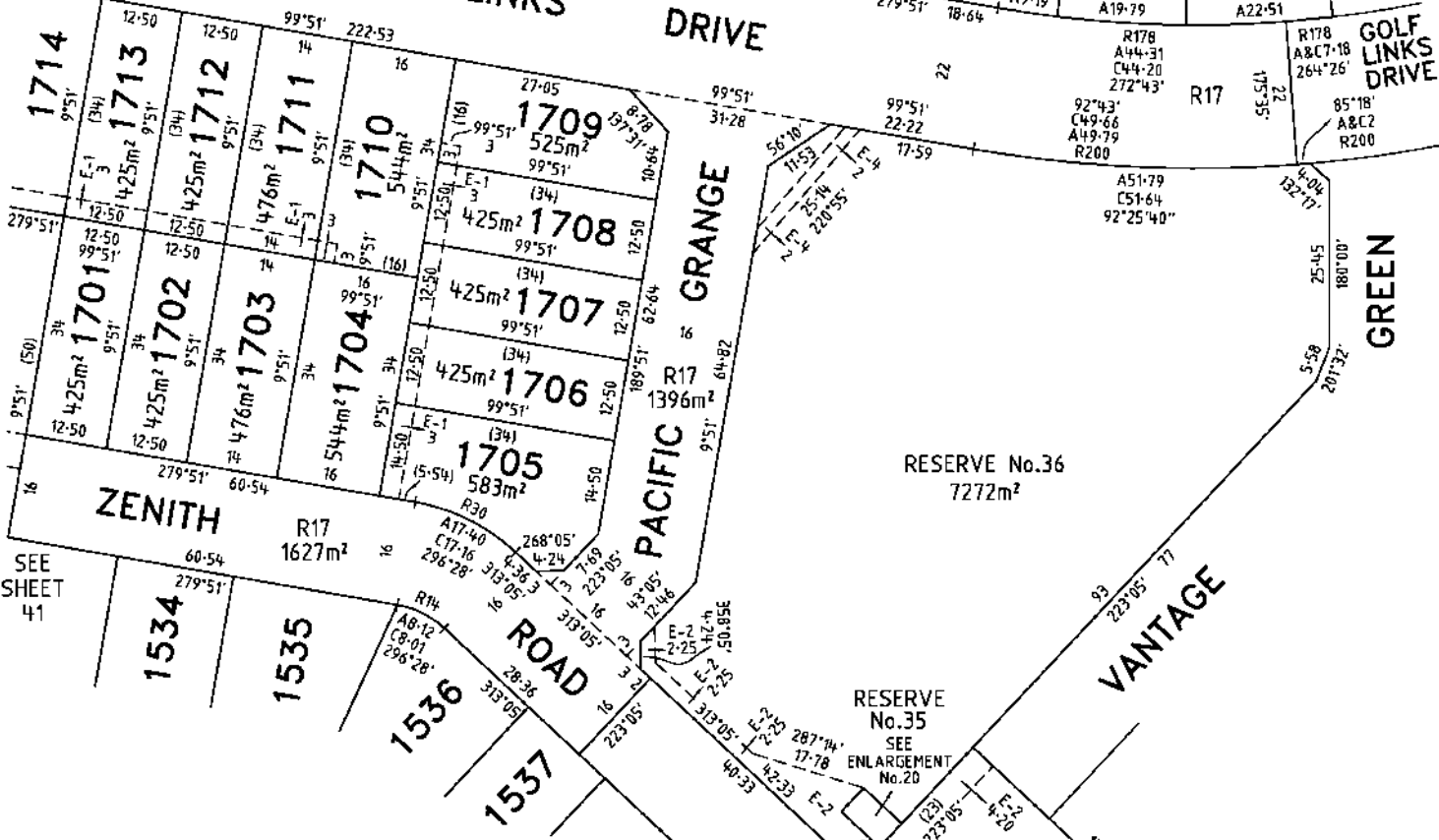
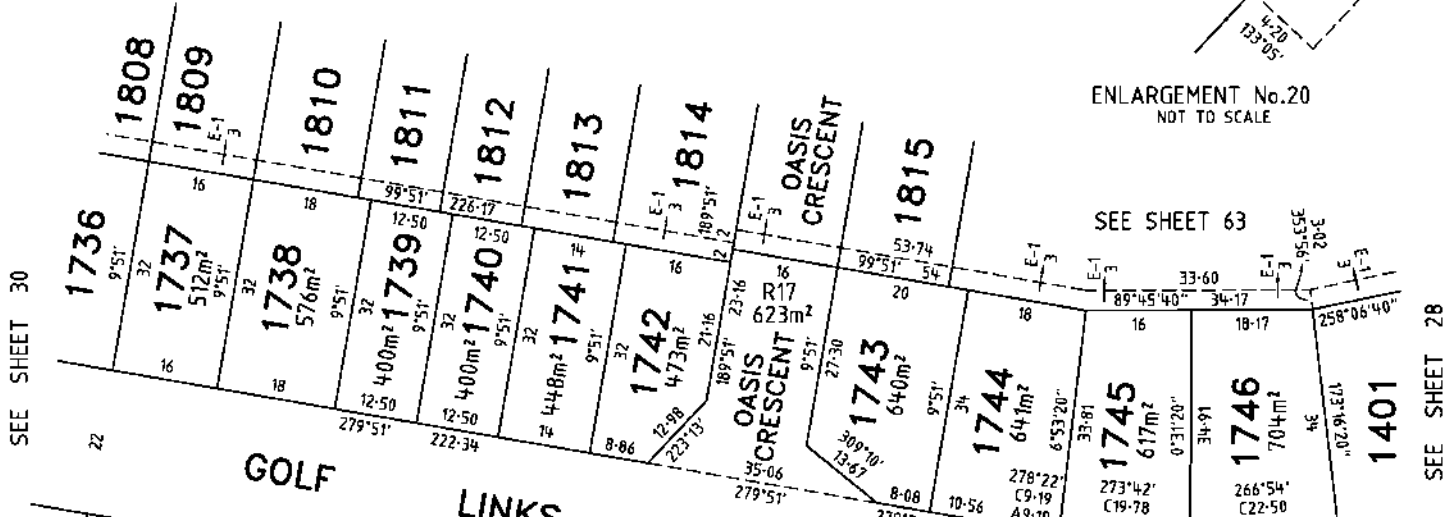


SEE SHEET 49



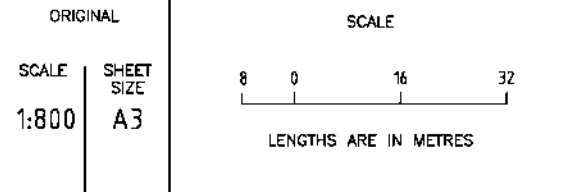
ENLARGEMENT No.20
NOT TO SCALE

SEE SHEET 63



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



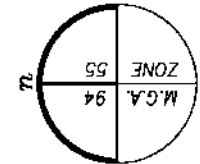
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333 15/05/18 VERSION A

DWG 2461035EA

Sheet 31



SEE SHEET 41

10-70
15-30
1E-11

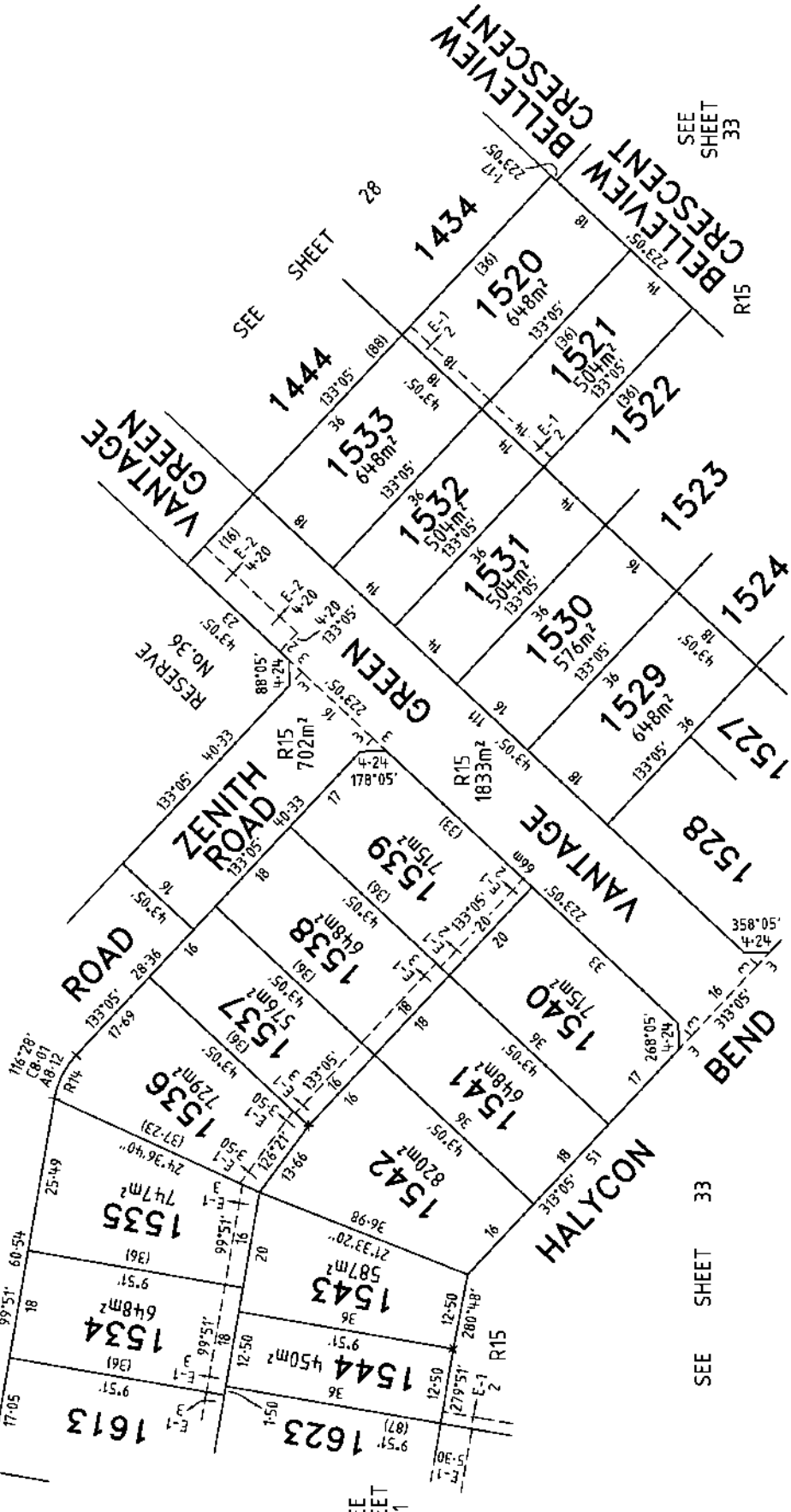
ZENITH

SEE SHEET 31

PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 33

SEE SHEET 33

MANDALAY



Bosco Jonson Pty Ltd
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

ORIGINAL

SCALE 1:750
SHEET SIZE A3

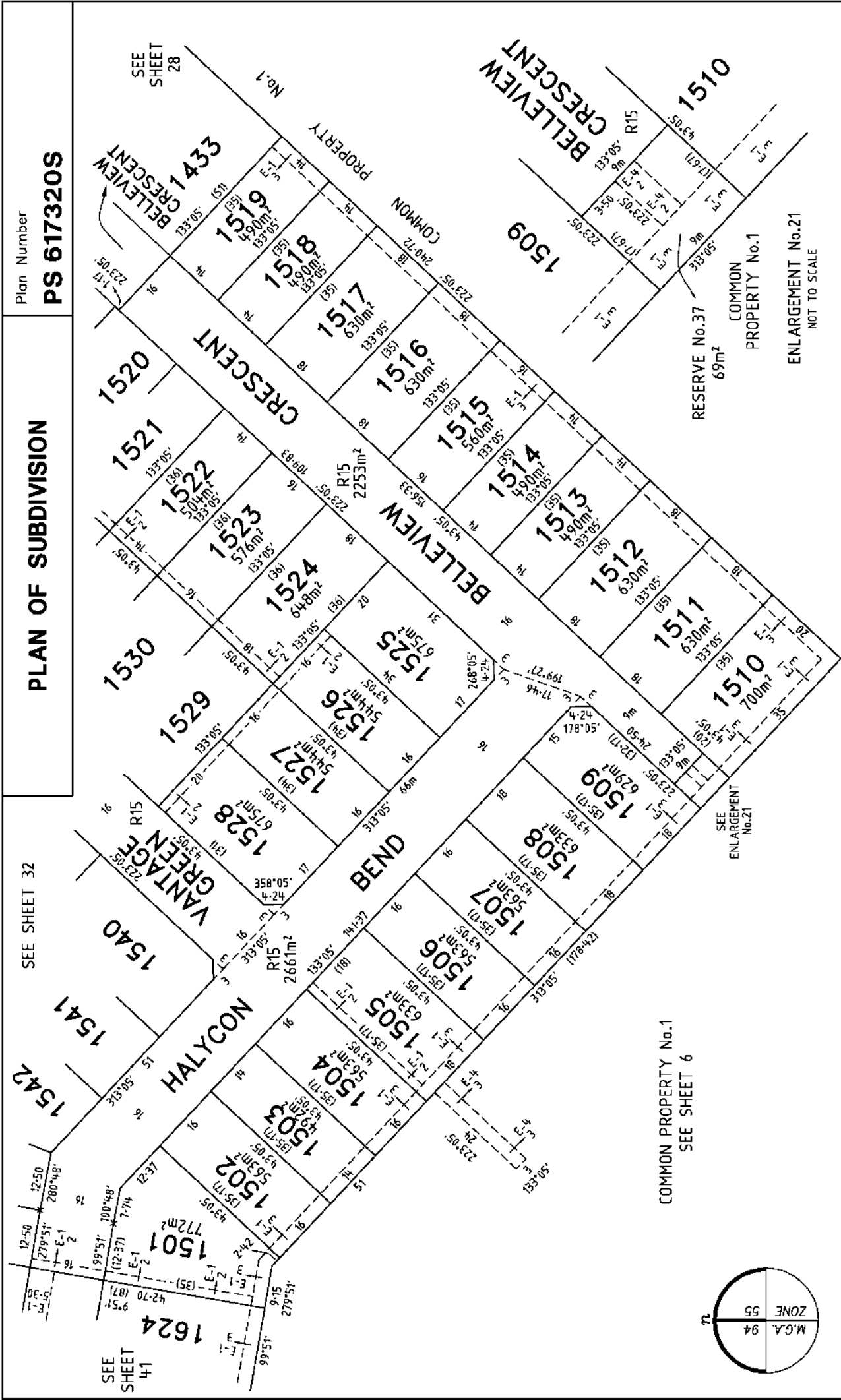
SCALE



LENGTHS ARE IN METRES

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

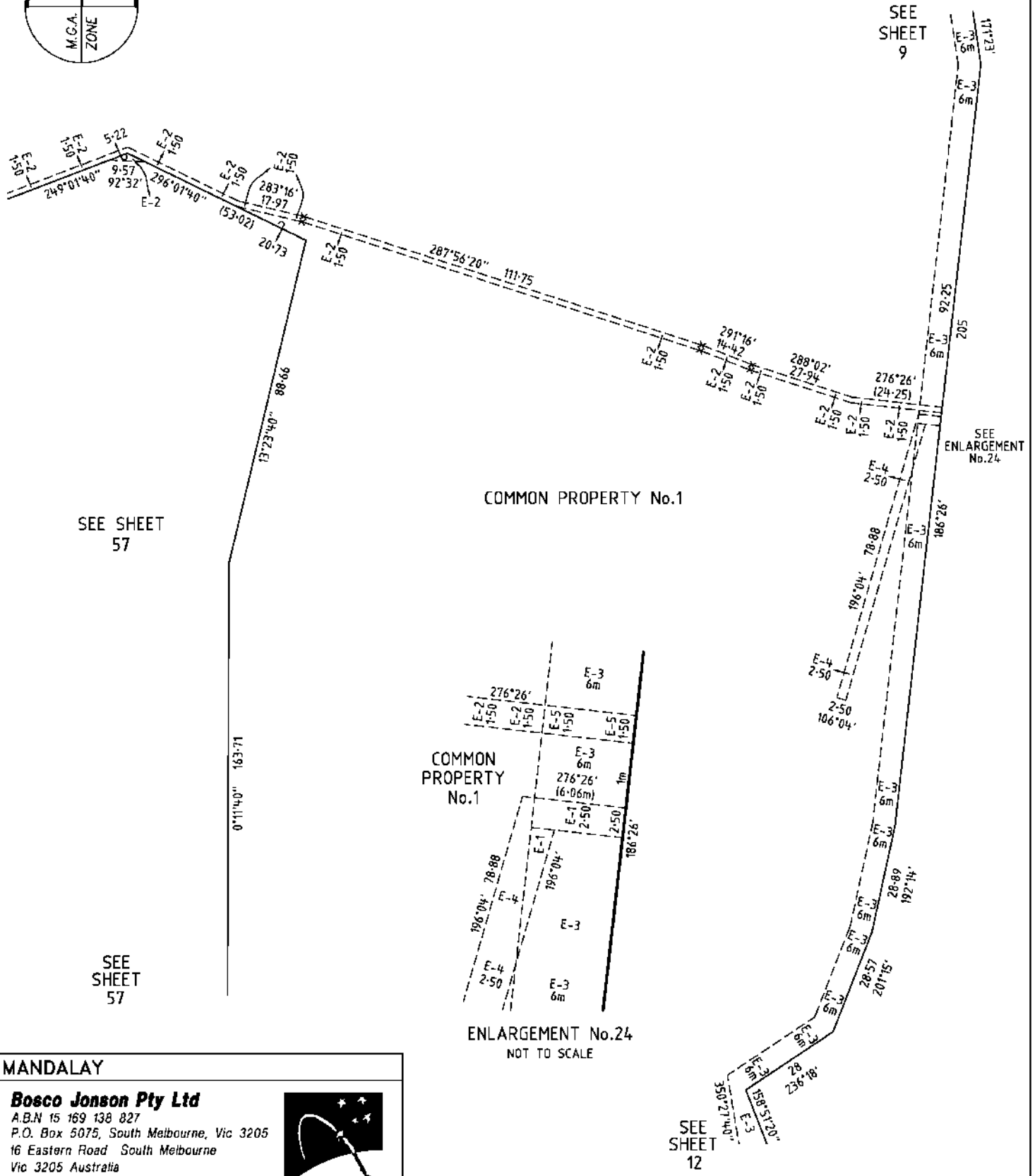
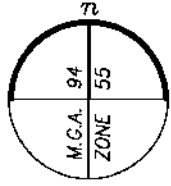
Sheet 32



MANDALAY	<p>Bosco Jonson Pty Ltd ALB.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9689 1400 Fax 03) 9689 5992</p>	<p>SCALE 1:750 SHEET SIZE A3</p>	<p>SCALE 7.5 0 15 30 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DATE / / REF 24610333 DWG 2461035EA</p>	<p>Sheet 33</p>
	<p>ORIGINAL</p>	<p>ENLARGEMENT No.21</p>	<p>COMMON PROPERTY No.1 SEE SHEET 6</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DATE / / REF 24610333 DWG 2461035EA</p>	<p>Sheet 33</p>

PLAN OF SUBDIVISION

Plan Number
PS 617320S

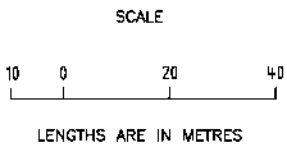


MANDALAY

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



ORIGINAL
 SCALE
 1:1000
 SHEET SIZE
 A3

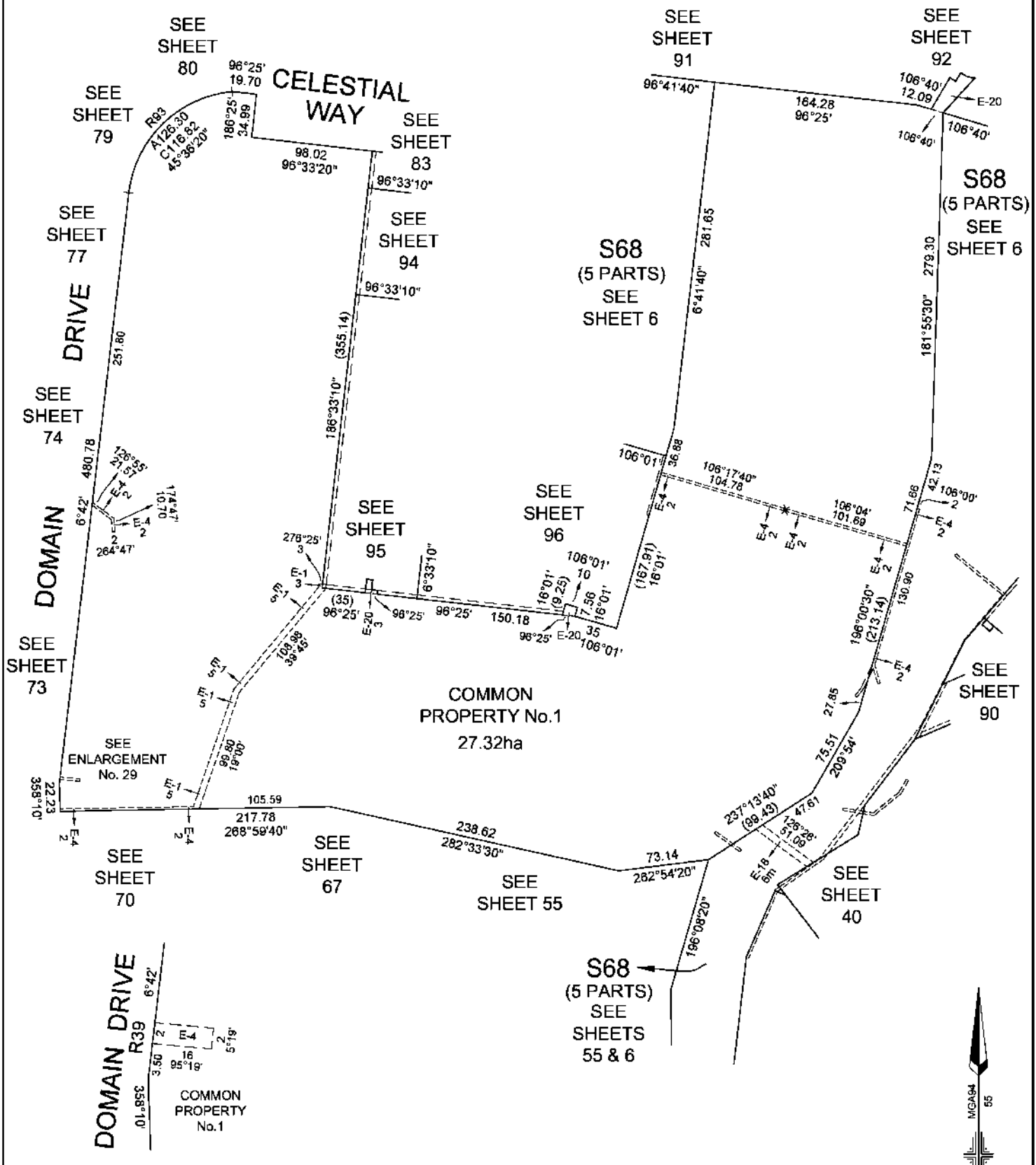


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA


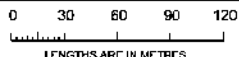
Sheet 35

PLAN OF SUBDIVISION

PS 617320S

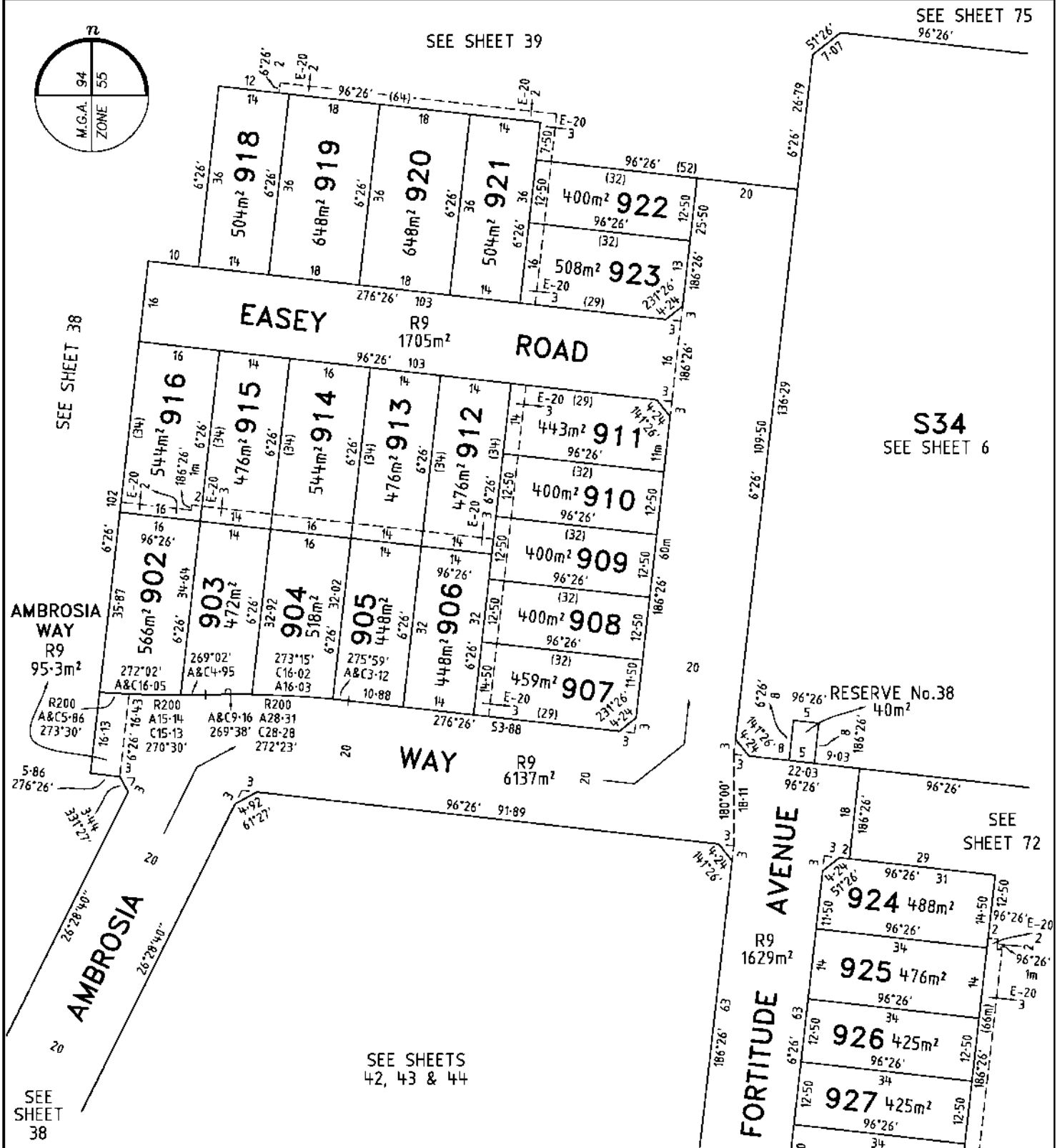
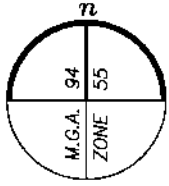


ENLARGEMENT No.29
NOT TO SCALE

 <p>Lyssna Group Pty Ltd ABN 18 618 811 191 PO Box 1098, South Melbourne 3205 Suits 3, 102 Dodde Street Southbank VIC 3006 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:3000	 LENGTHS ARE IN METRES
	DATE: 02/11/2023 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 36	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 75
96°26'

SEE SHEET 39

SEE SHEET 38

S34
SEE SHEET 6

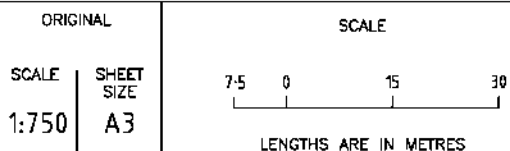
SEE SHEET 72

SEE SHEETS
42, 43 & 44

SEE SHEET
38

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

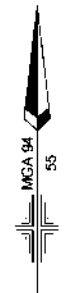
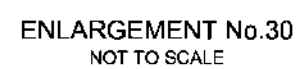
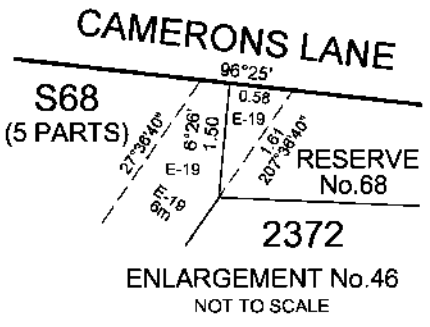
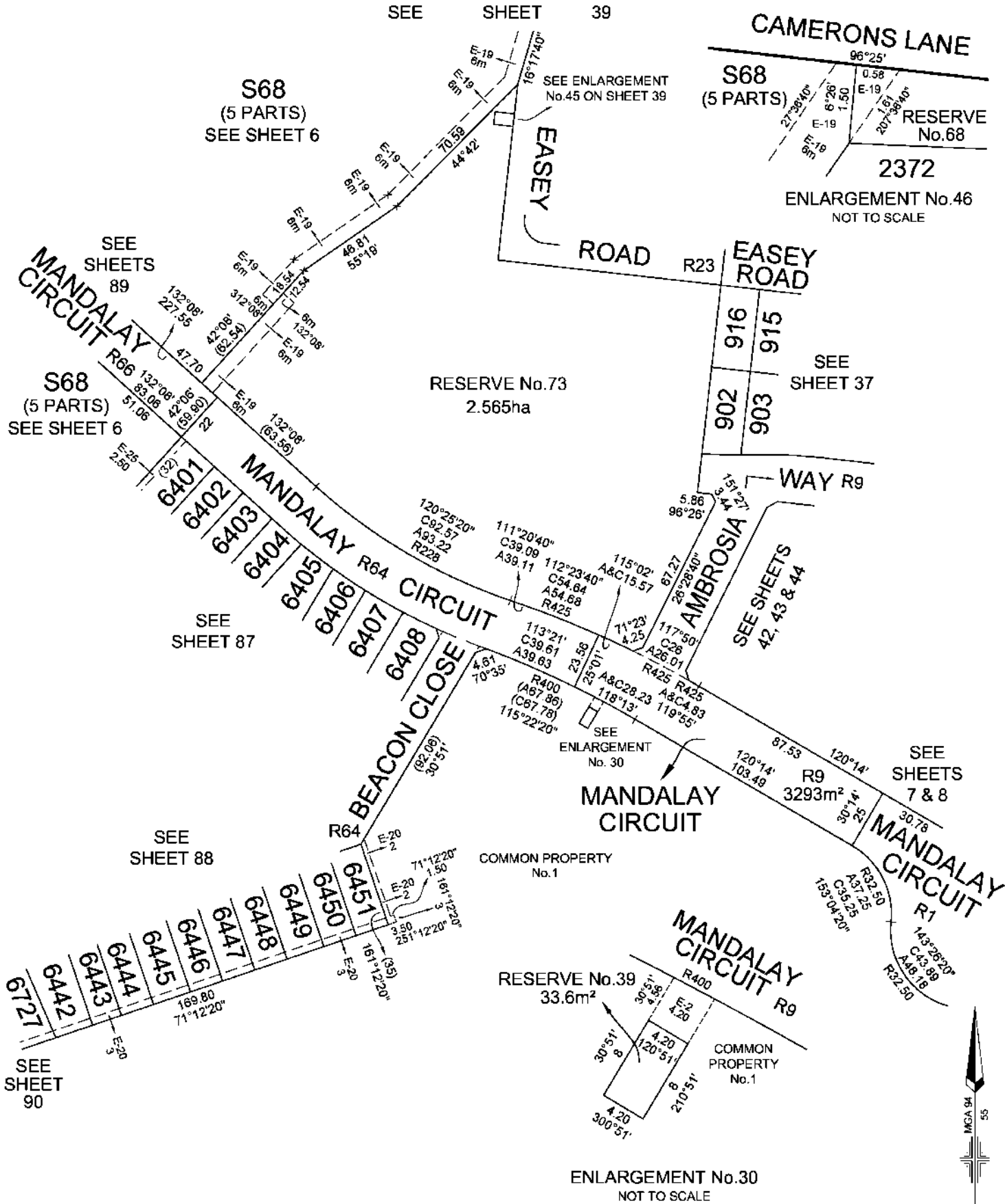
Sheet 37


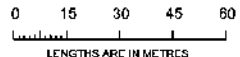
SEE SHEET 7

PLAN OF SUBDIVISION

PS 617320S

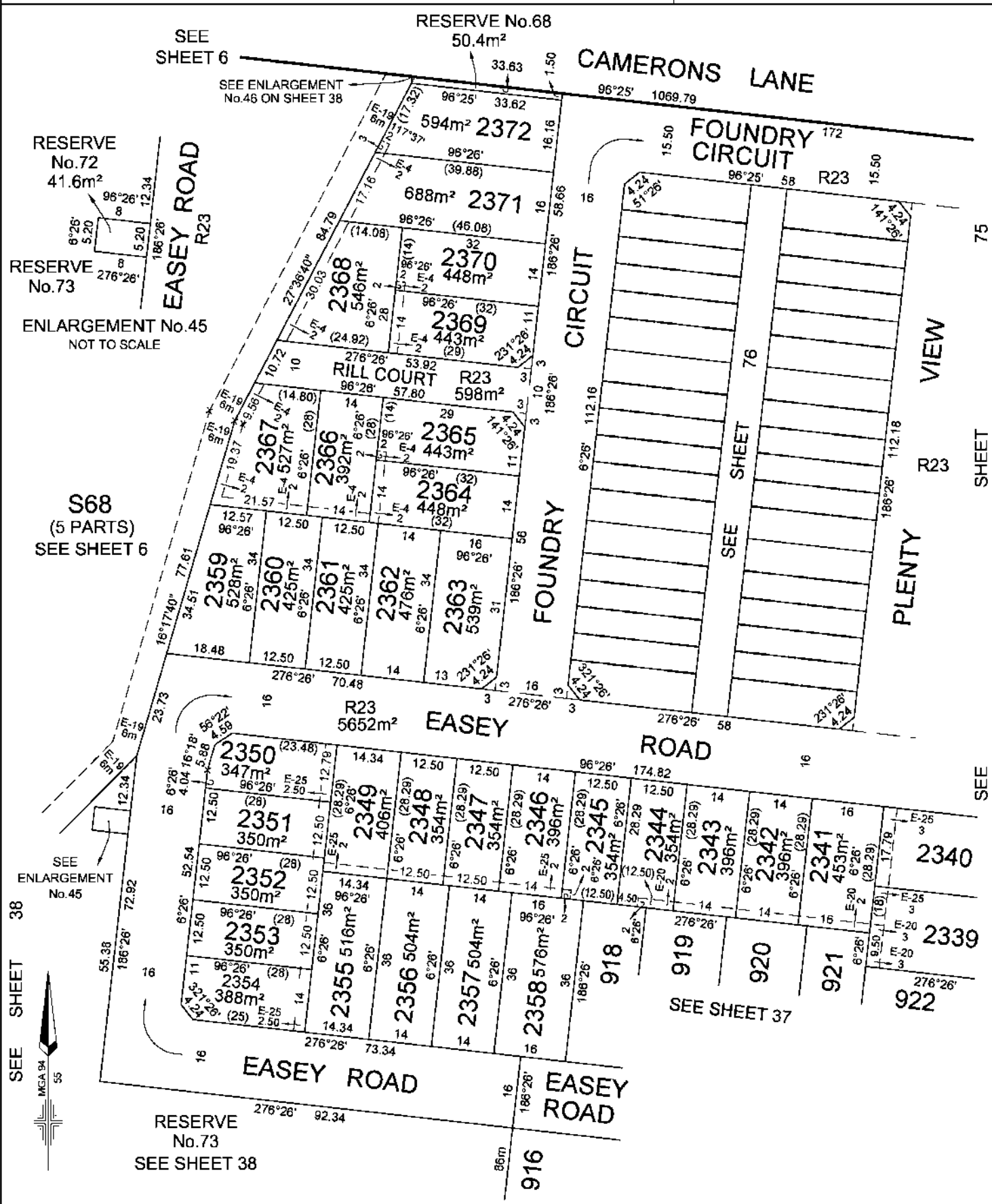
SEE SHEET 39



 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 5 9516 6899 PO Box 1098, South Melbourne 3205 Suite 5, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:1500	 <p>0 15 30 45 60 LENGTHS ARE IN METRES</p>
	DATE: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 38

PLAN OF SUBDIVISION

PS 617320S

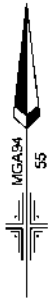


	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:800	LENGTHS ARE IN METRES
	DATE: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 39	

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

PLAN OF SUBDIVISION

PS 617320S



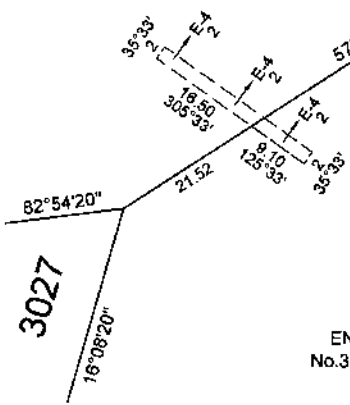
SEE SHEET 90

SEE SHEET 36

COMMON PROPERTY No.1

S68
(5 PARTS)

6715



SEE ENLARGEMENT
No.35 ON SHEET 47

COMMON PROPERTY No.1

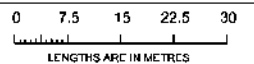
9707

SEE SHEET 47

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: 02/11/23
 DRAWING: CM0056AA

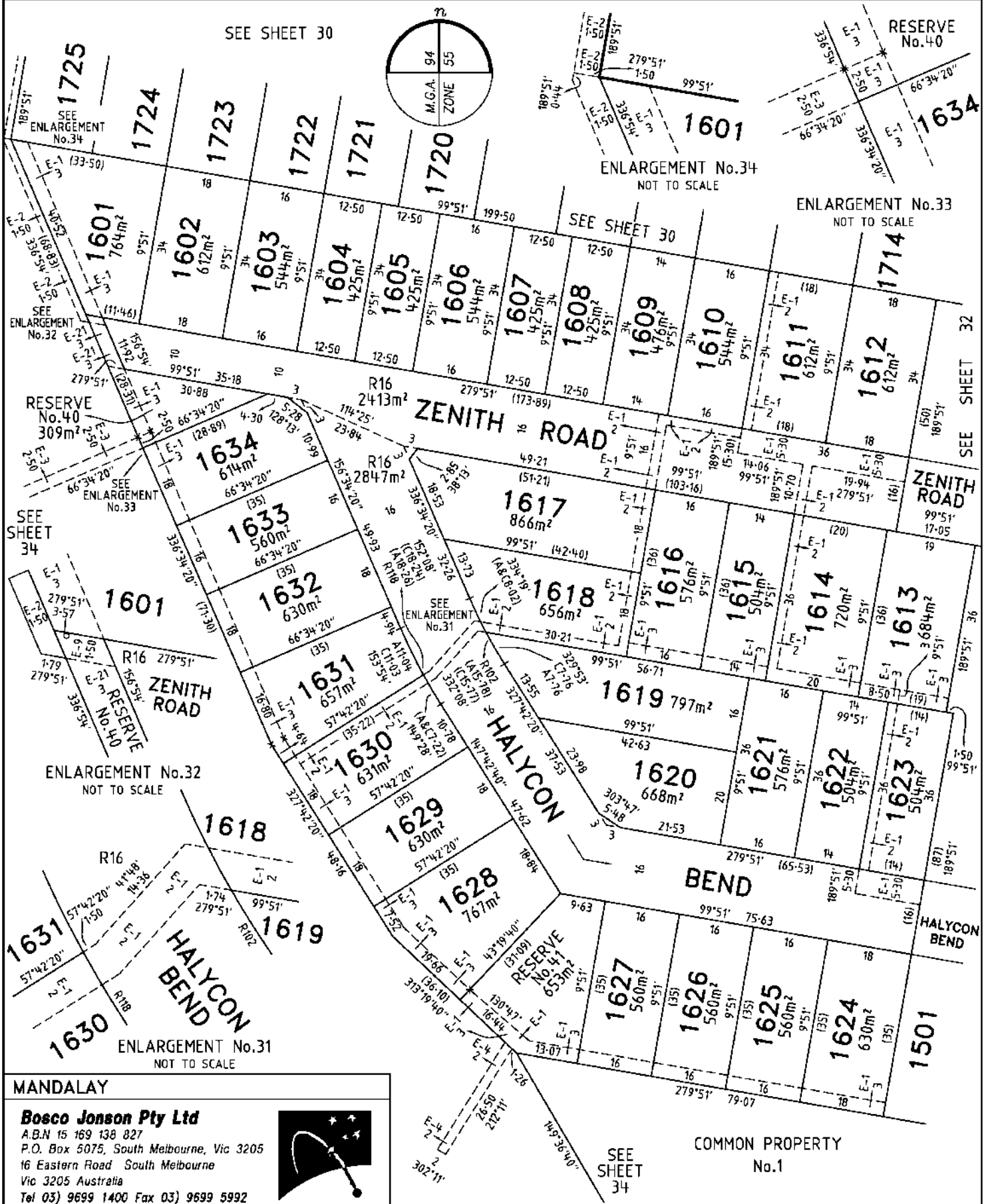
REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 40

LyssnaGroup.com

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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

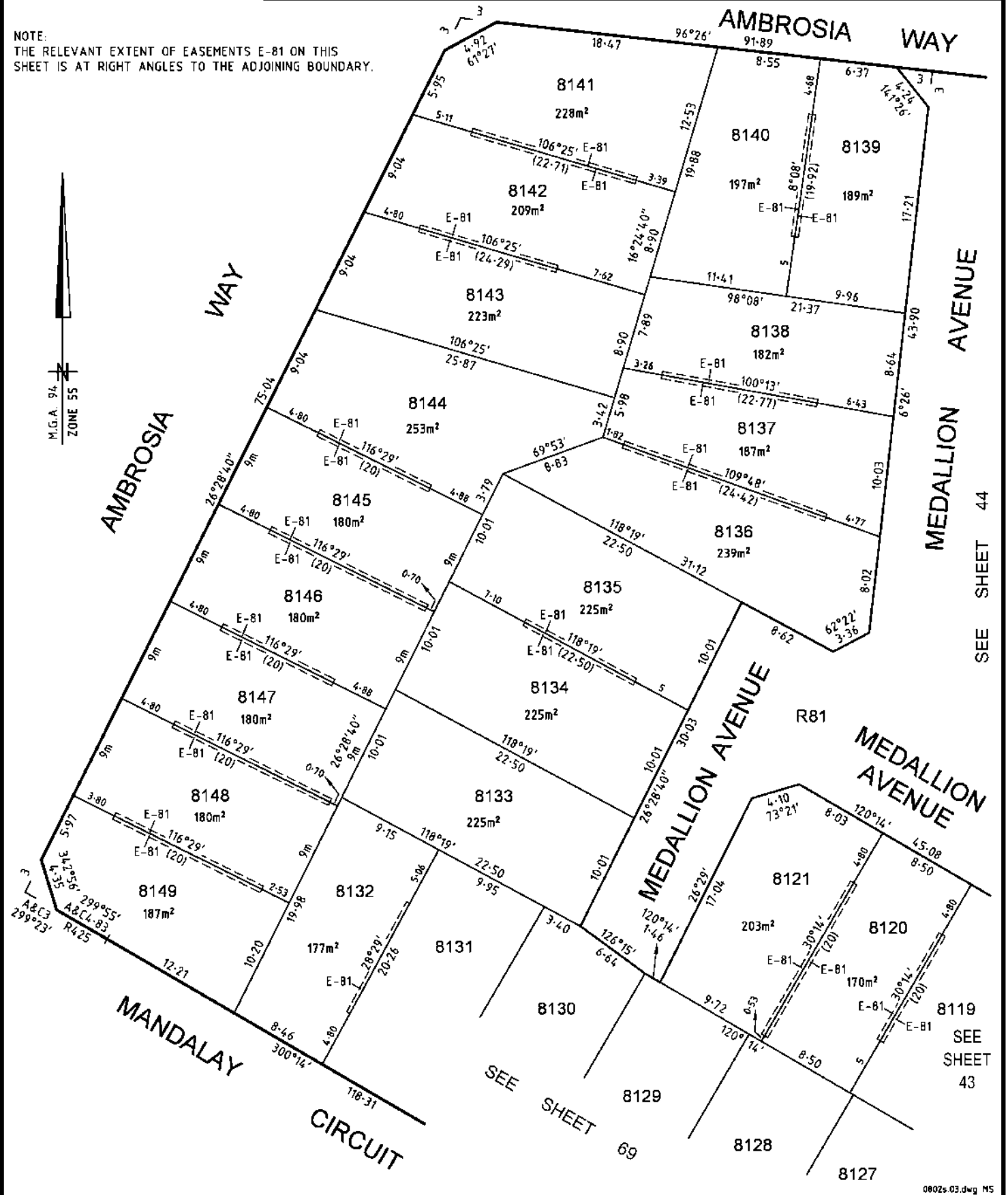
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 41

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



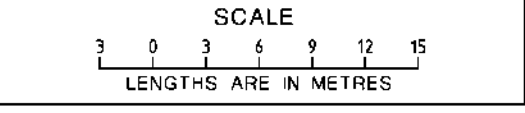
SEE SHEET 44

SEE SHEET 43

0802s-03.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901



ORIGINAL SCALE 1:300

SHEET 42 ORIGINAL SHEET SIZE A3

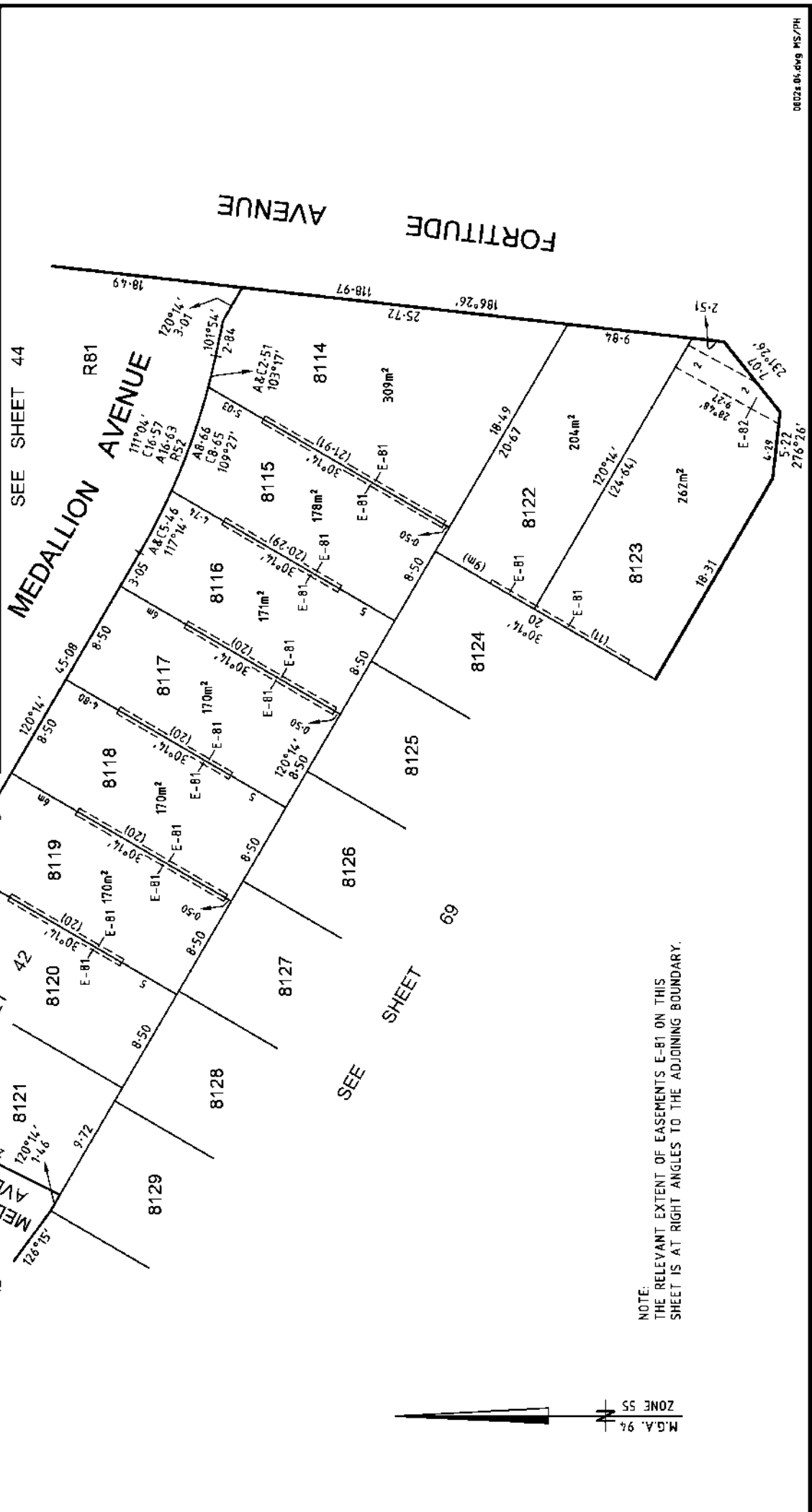
DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF 0802s

VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S



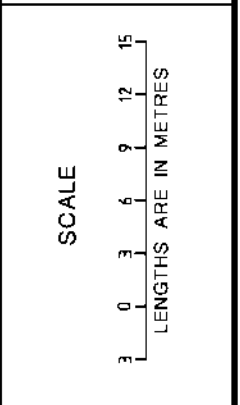
0802s 0f.dwg MS/PH

SHEET 43
ORIGINAL SHEET SIZE A3

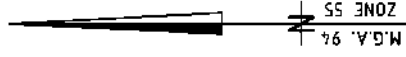
DIGITALLY SIGNED BY LICENSED SURVEYOR:

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

ORIGINAL SCALE
1:300



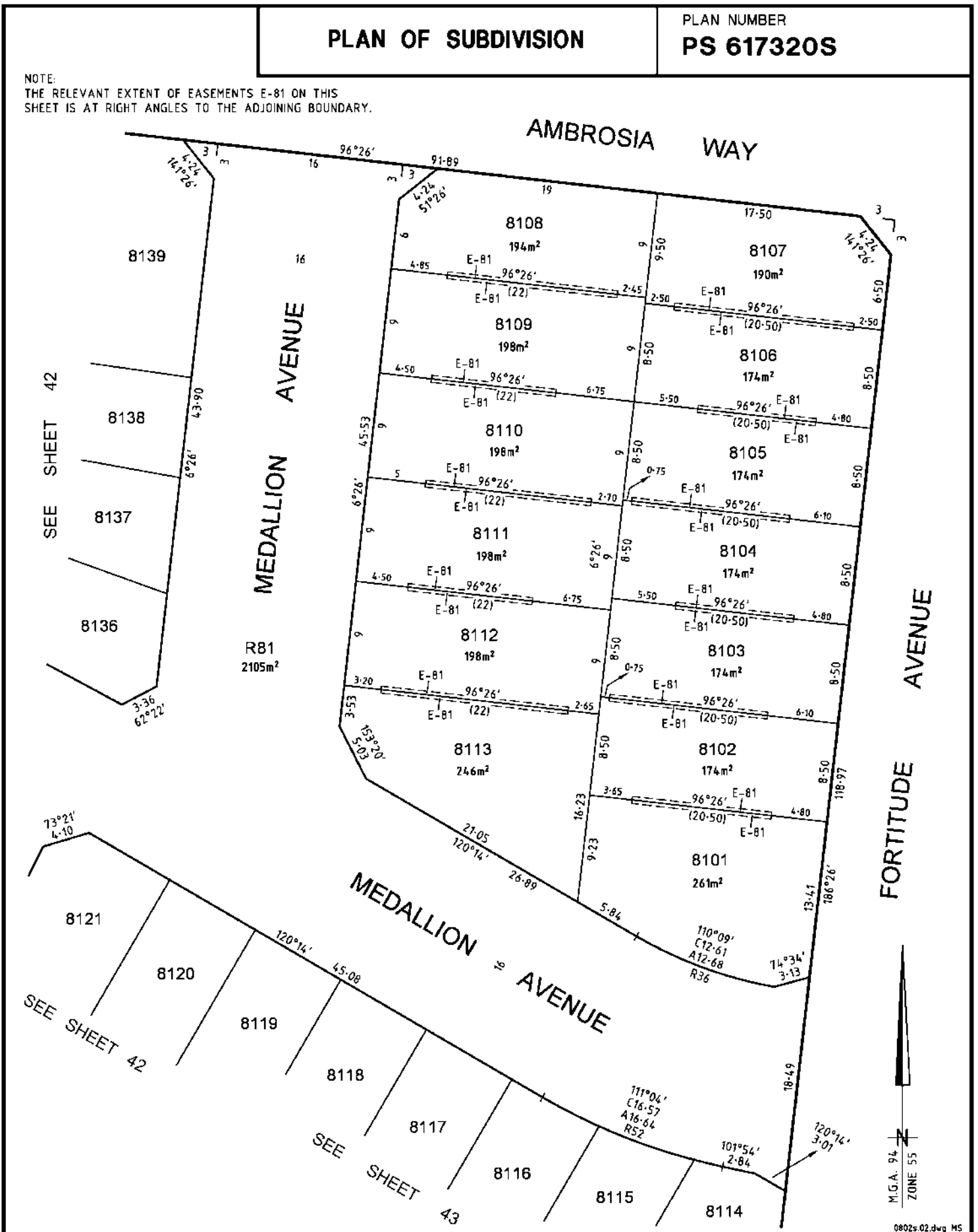
SMEC
Melbourne Survey T 9869 0813 F 9869 0901



PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



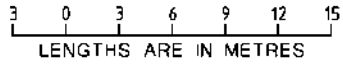
0802s-02.dwg MS



SMC

Melbourne Survey T 9869 0813 F 9869 0901

SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE
1:300

SHEET 44

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

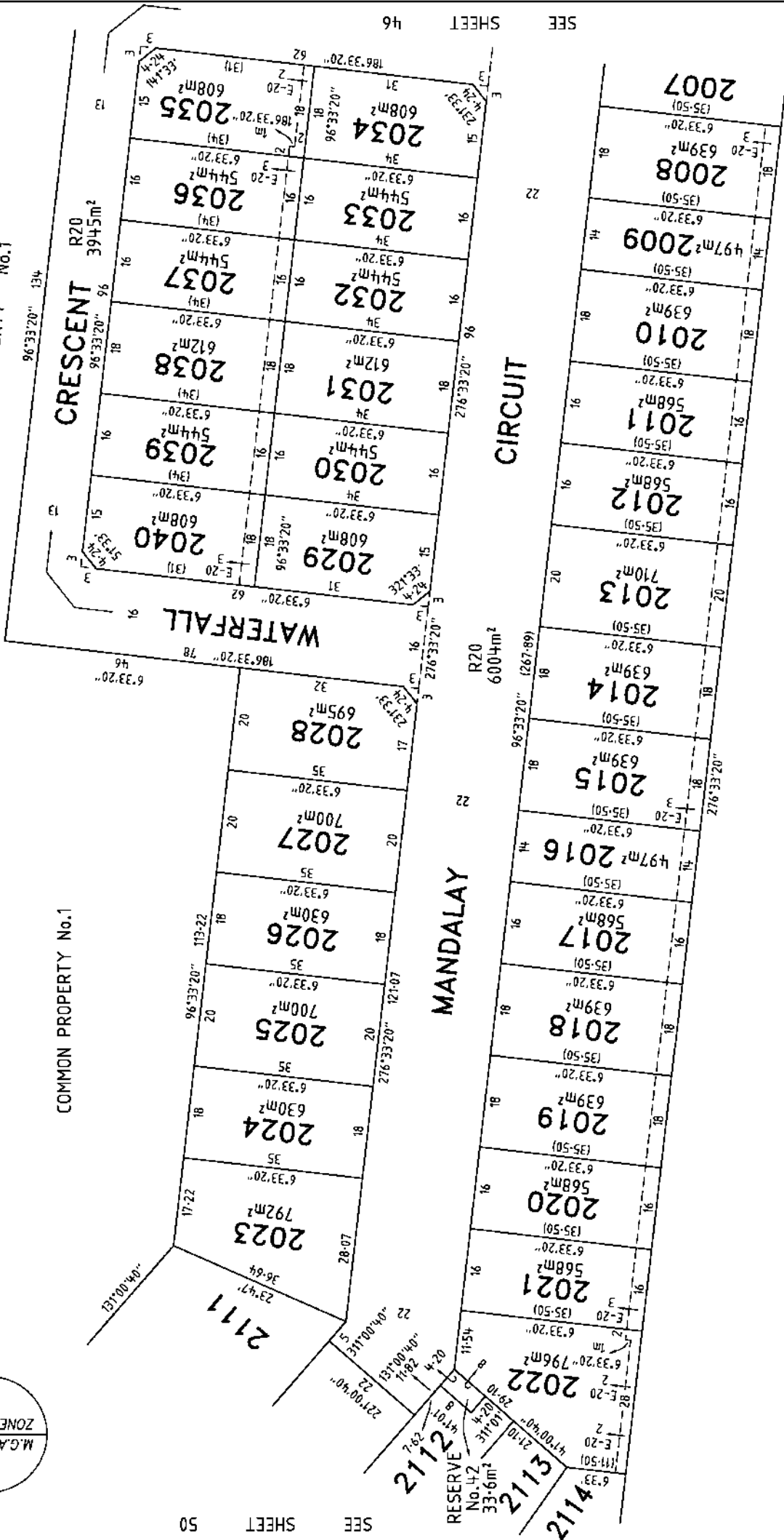
REF 0802s

VERSION K

PLAN OF SUBDIVISION

Plan Number
PS 617320S

COMMON PROPERTY No.1



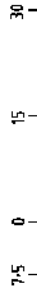
SEE SHEET 46

SEE SHEET 50

Sheet 45

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

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:750

SHEET SIZE A3



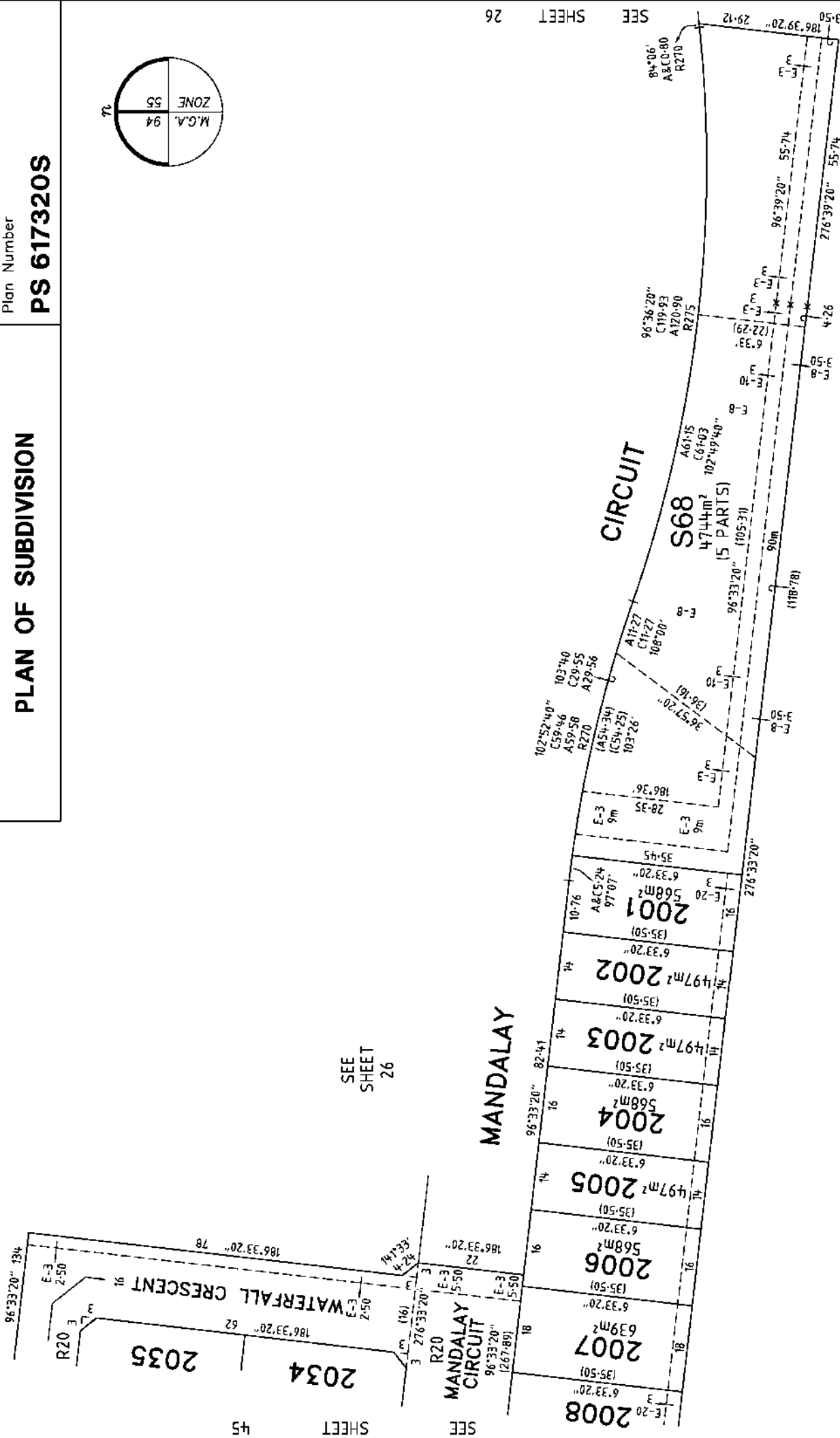
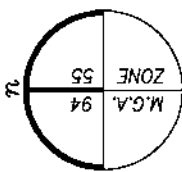
Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9689 1400 Fax 03) 9689 5992

MANDALAY

PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 26

MANDALAY

MANDALAY CIRCUIT

CIRCUIT

SEE SHEET 26

SEE SHEET 45

Sheet 46

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



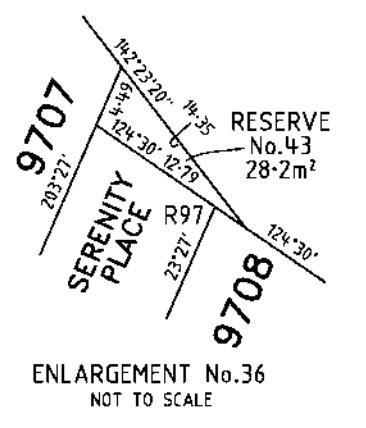
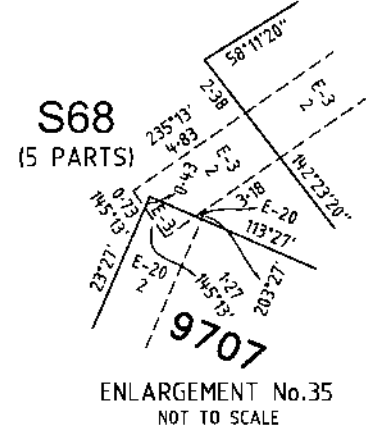
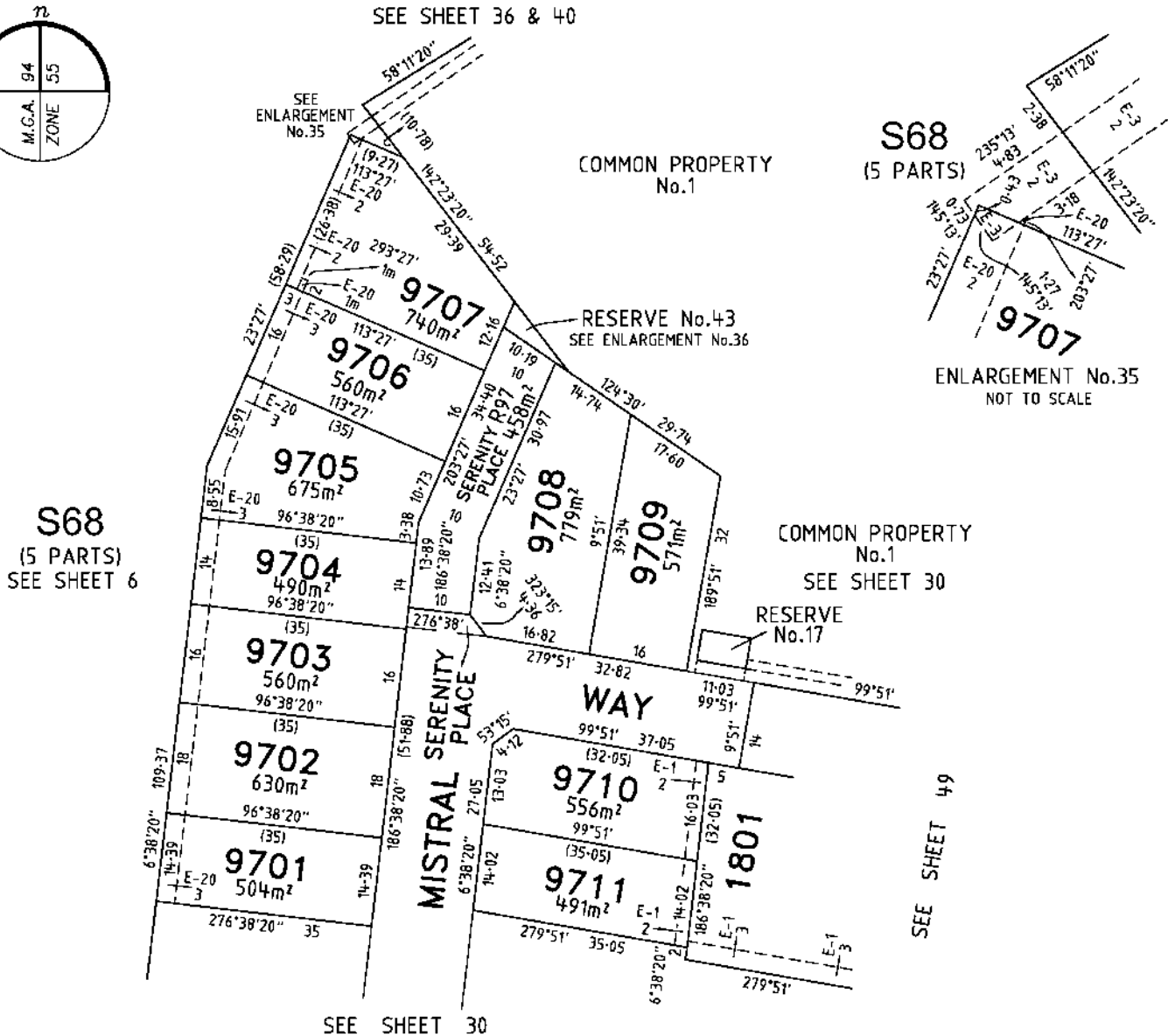
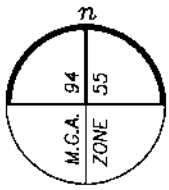
ORIGINAL SCALE SHEET SIZE
 1:750 A3



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



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



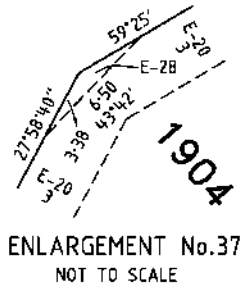
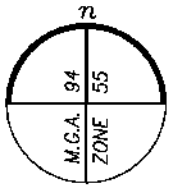
ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

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

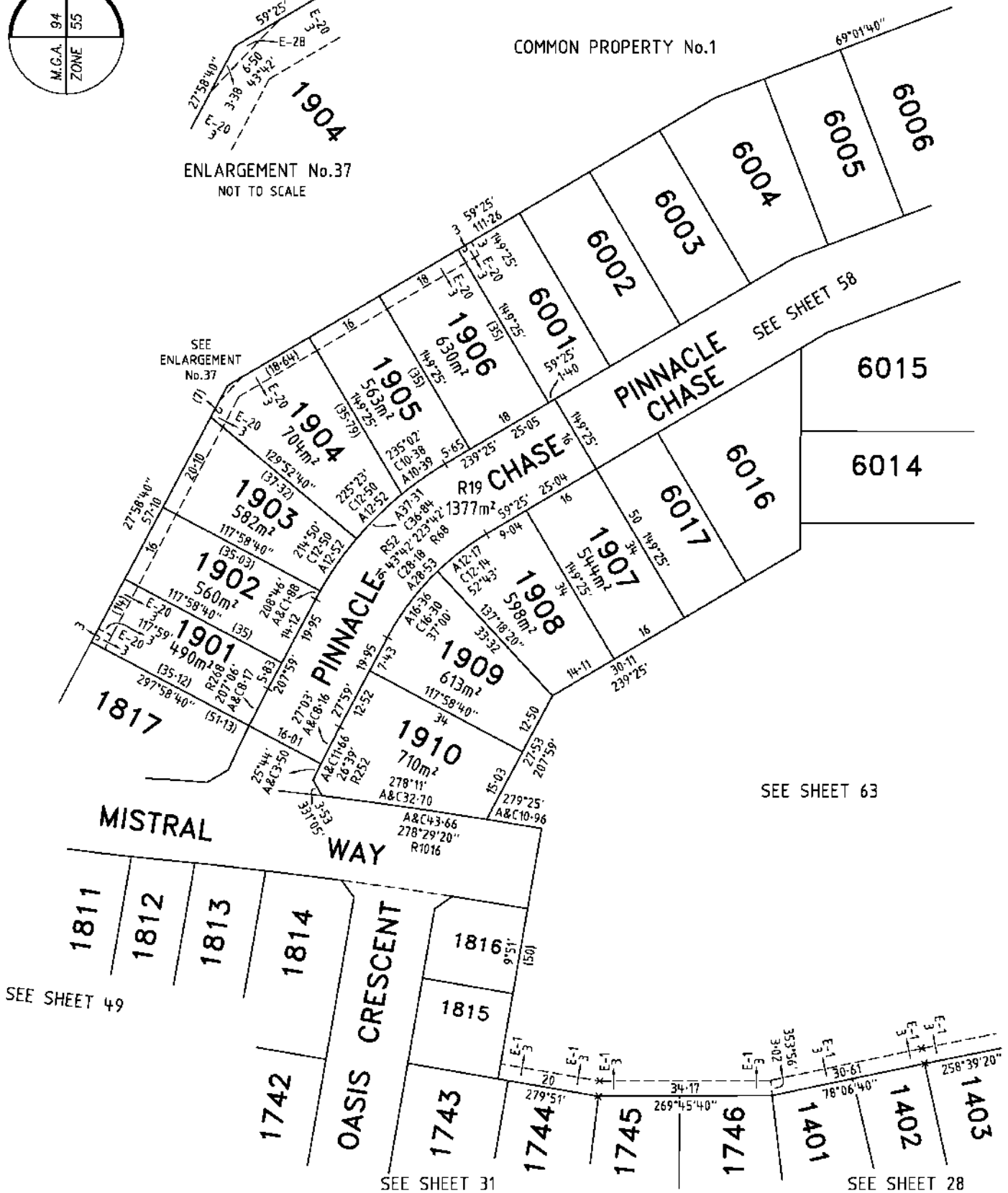
Sheet 47

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



SEE SHEET 63

SEE SHEET 49

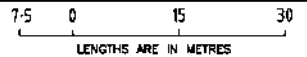
SEE SHEET 31

SEE SHEET 28

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



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



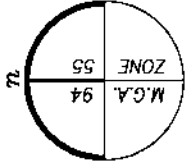
DATE 15/05/18
 VERSION A

REFERENCE 24610333
 DRAWING 2461035EA

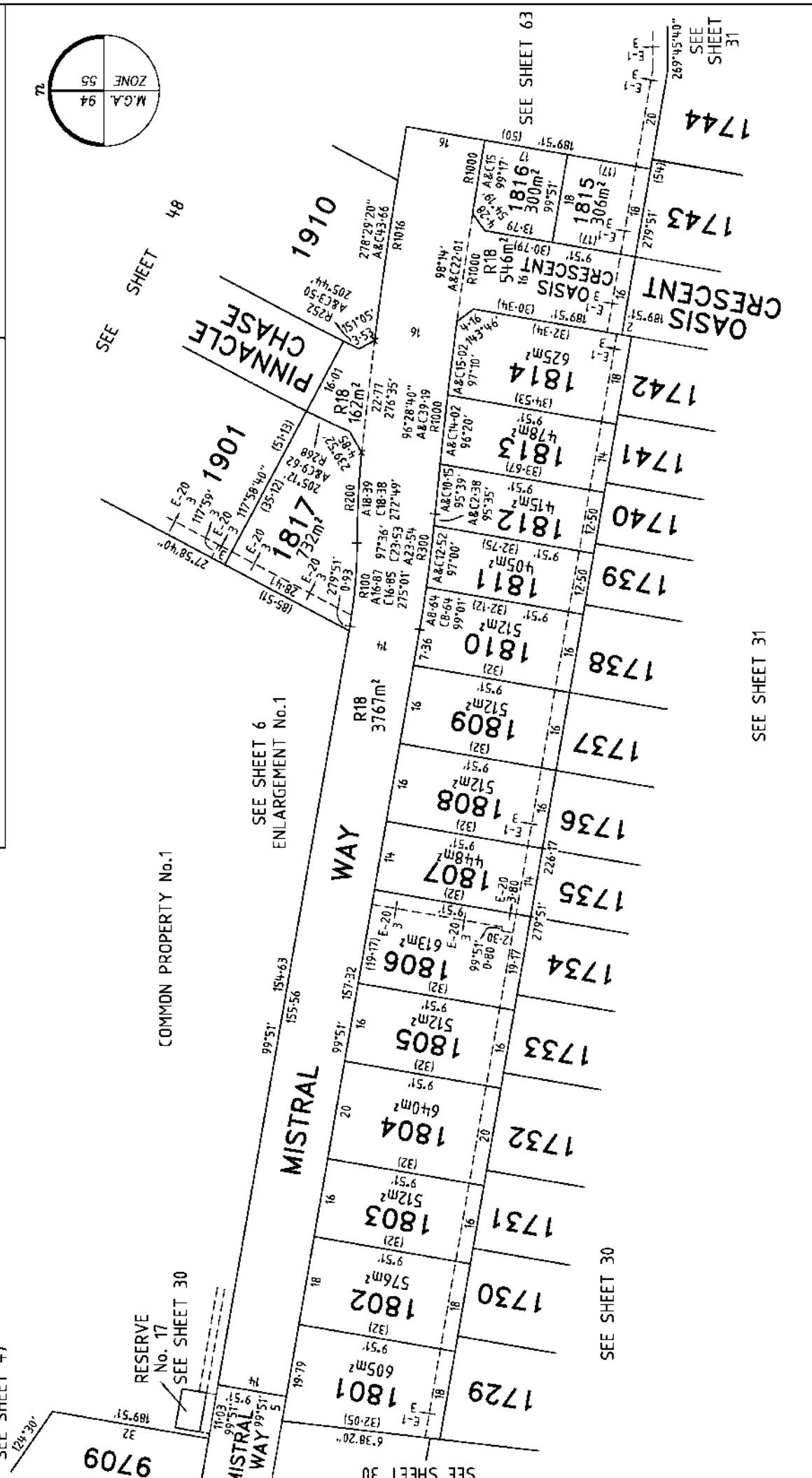
ORIGINAL SHEET SIZE A3
 SHEET 48

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 47



9709

RESERVE
No. 17
SEE SHEET 30

COMMON PROPERTY No.1

SEE SHEET 6
ENLARGEMENT No.1

SEE SHEET 30

SEE SHEET 30

SEE SHEET 31

MANDALAY



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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE



LENGTHS ARE IN METRES

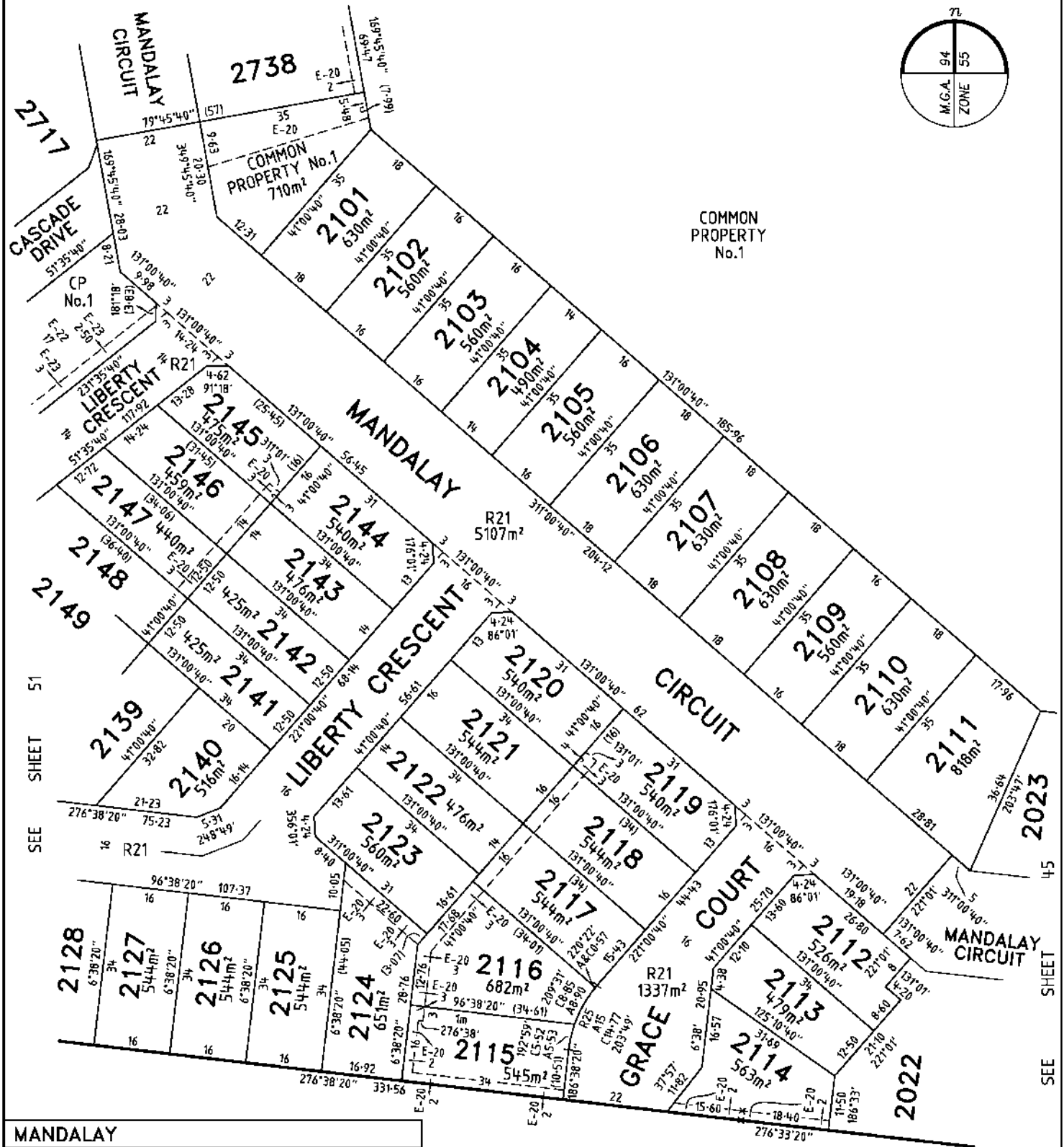
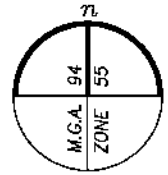
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 49

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 53

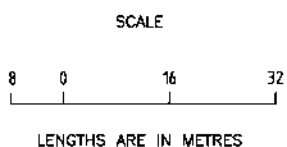


MANDALAY

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
1:800
SHEET SIZE
A3



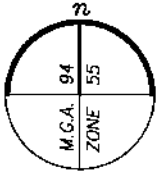
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 50

SEE SHEET 45

PLAN OF SUBDIVISION

Plan Number
PS 617320S



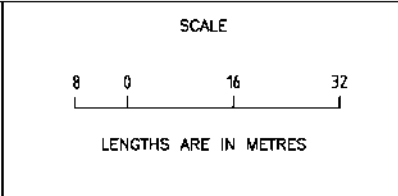
MANDALAY

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
1:800
A3



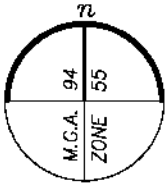
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 51

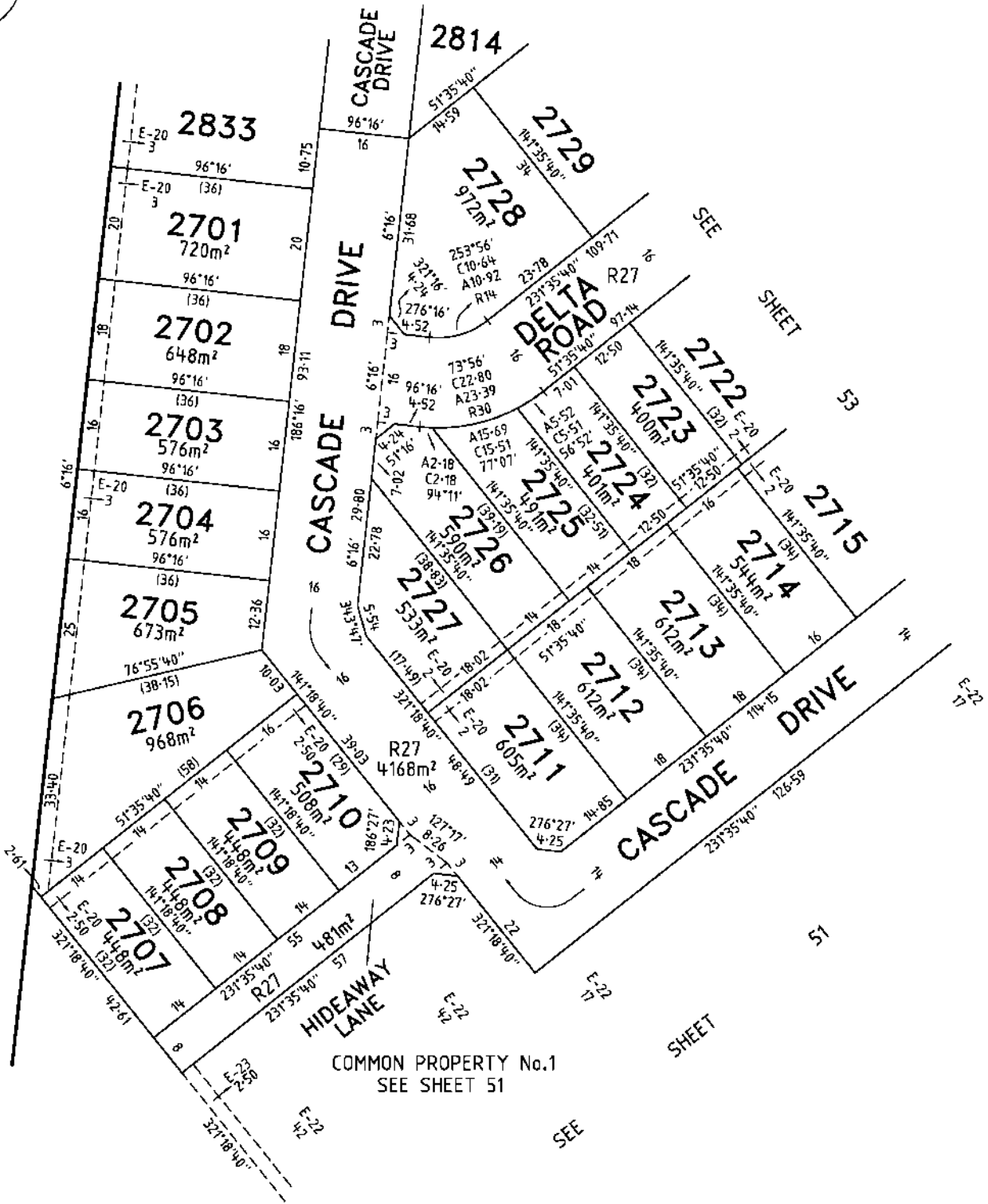
SEE SHEET 50
SEE SHEET 50
SEE SHEET 50

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



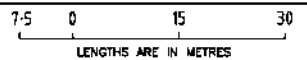
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



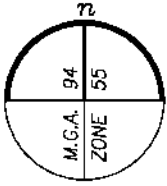
DATE 15/05/18
 VERSION A

REFERENCE 24610333
 DRAWING 2461035EA

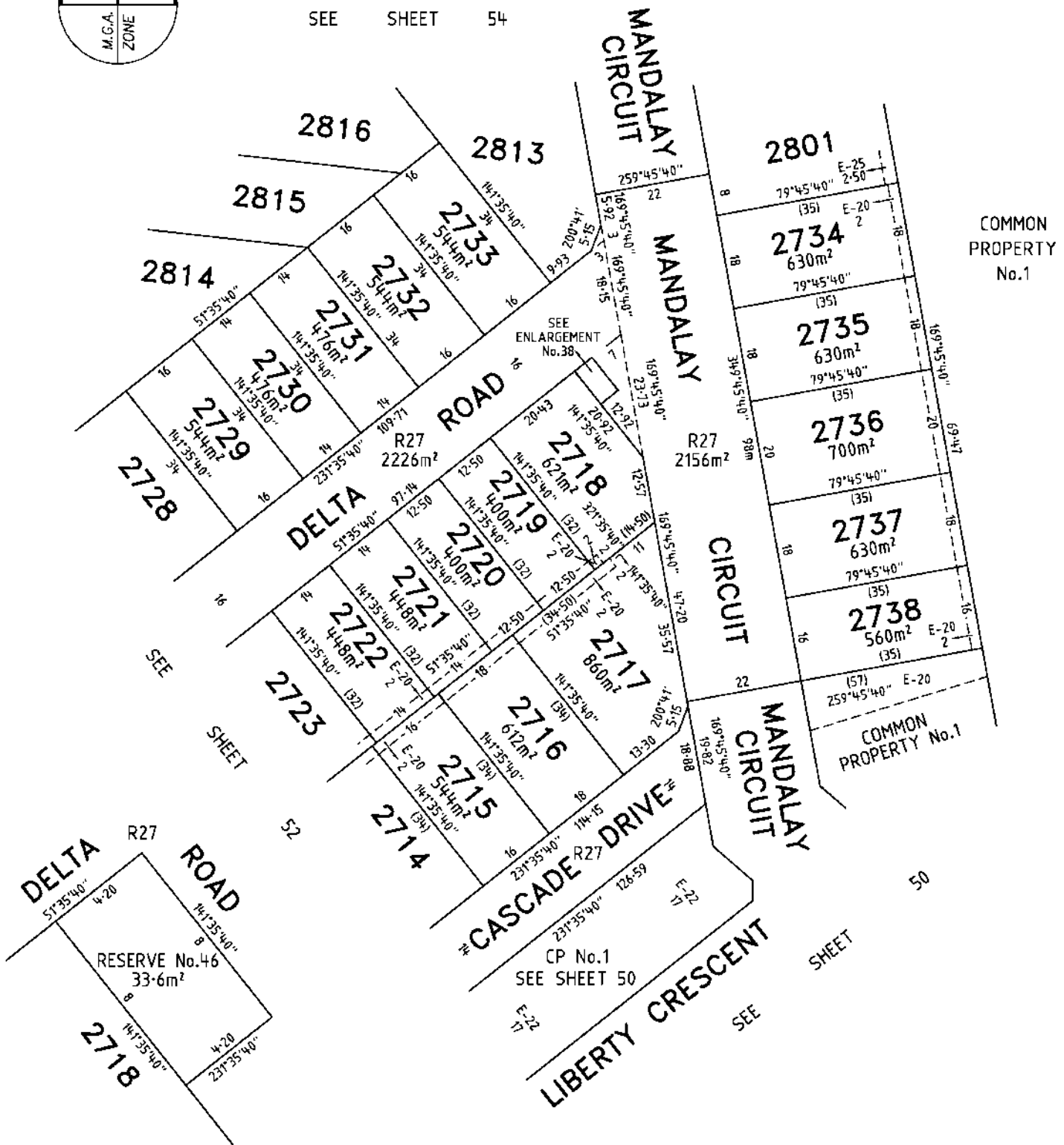
ORIGINAL SHEET SIZE A3
 SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



ENLARGEMENT No.38
NOT TO SCALE

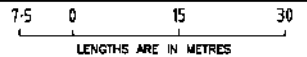
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

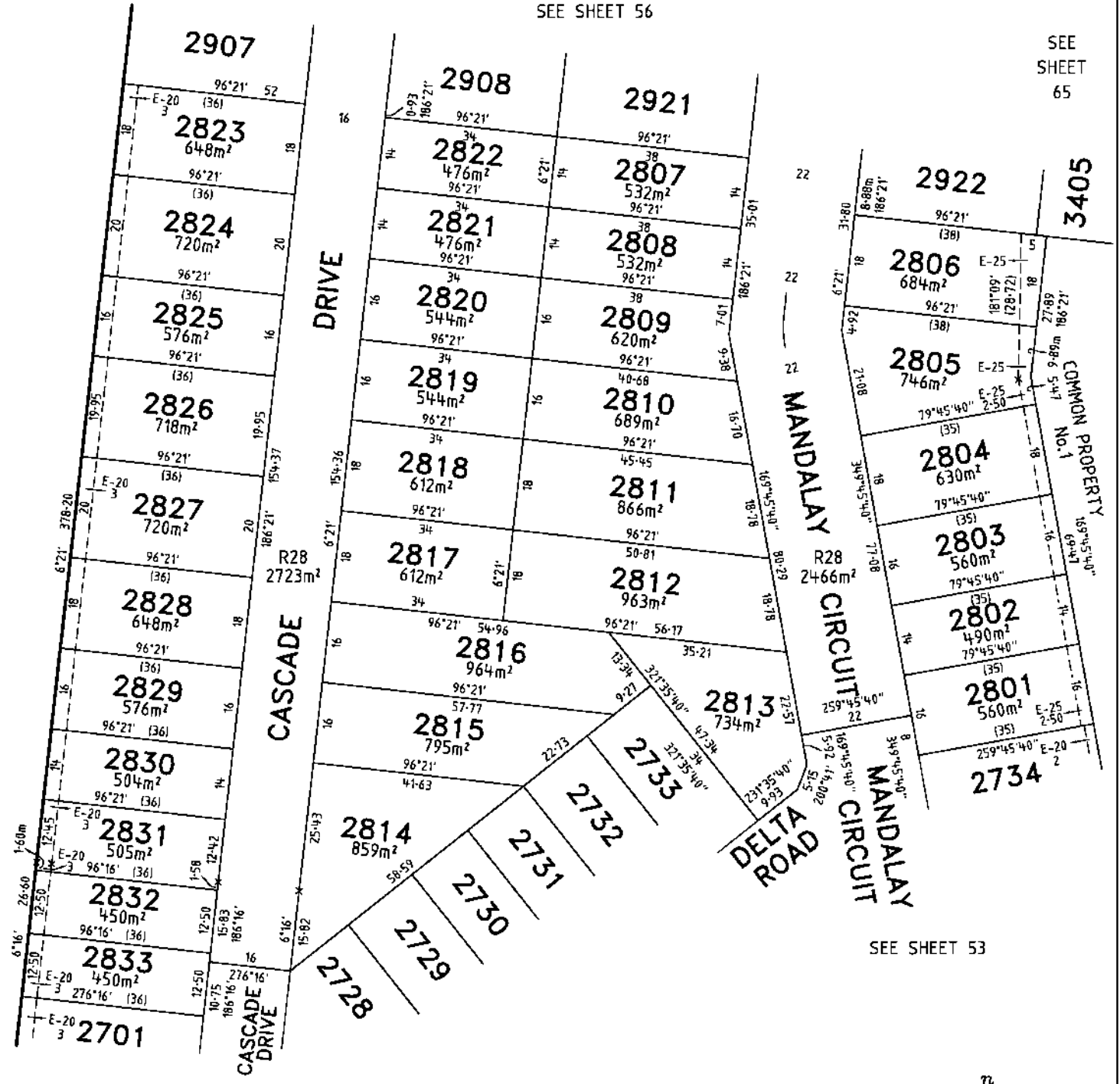
ORIGINAL SHEET SIZE A3
SHEET 53

PLAN OF SUBDIVISION

PS 617320S

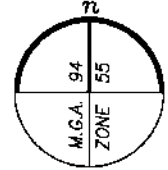
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



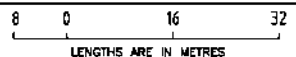
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:800



DATE 15/05/18
 VERSION A

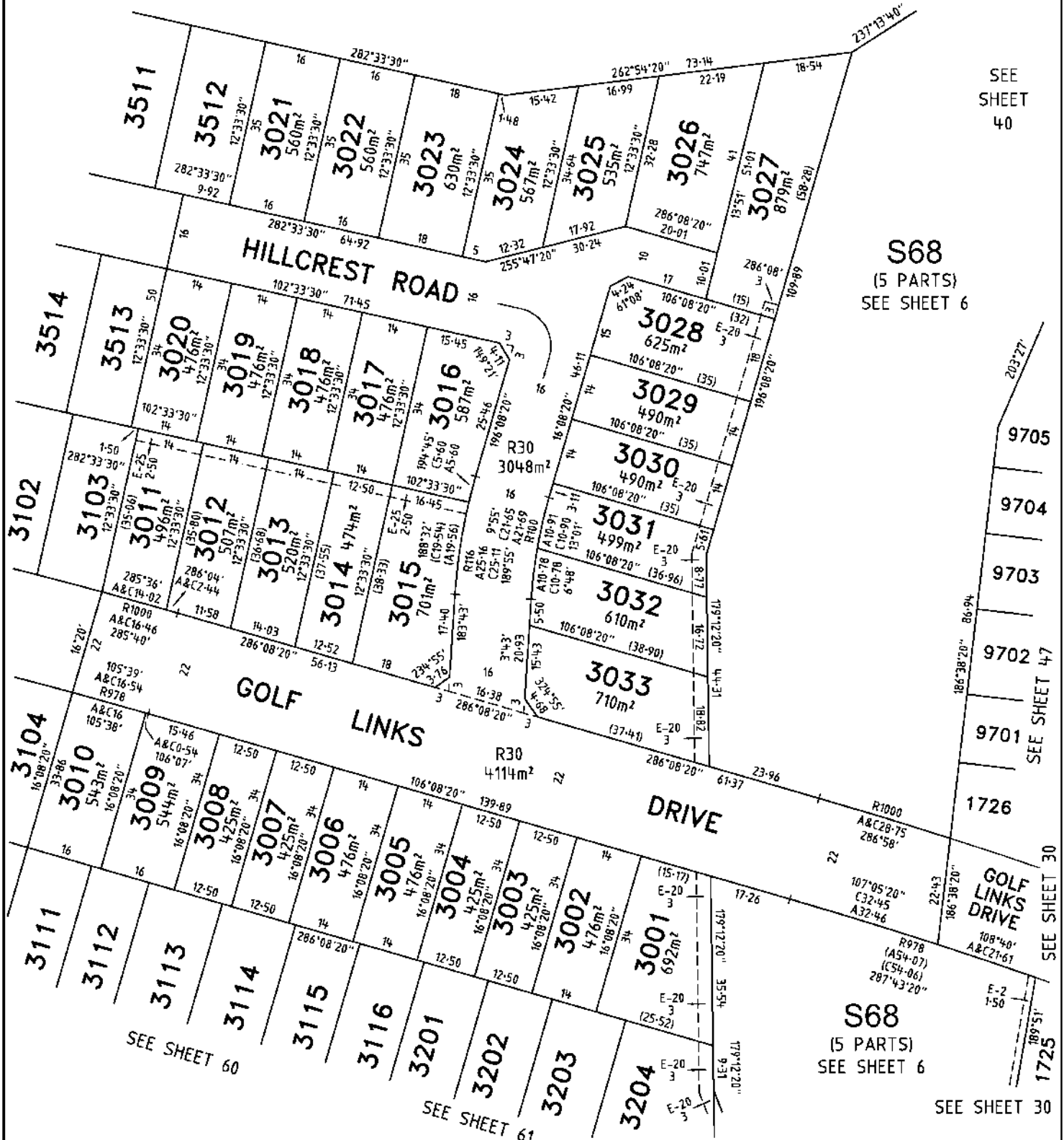
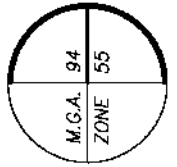
REFERENCE 24610333
 DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
 SHEET 54

PLAN OF SUBDIVISION

PS 617320S

COMMON PROPERTY No.1
SEE SHEET 36



SEE SHEET 40

S68
(5 PARTS)
SEE SHEET 6

9705
9704
9703
9702
9701
SEE SHEET 47

1726
GOLF LINKS DRIVE
SEE SHEET 30

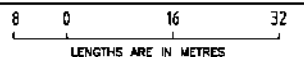
S68
(5 PARTS)
SEE SHEET 6

SEE SHEET 30

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:800



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



DATE 15/05/18
VERSION A

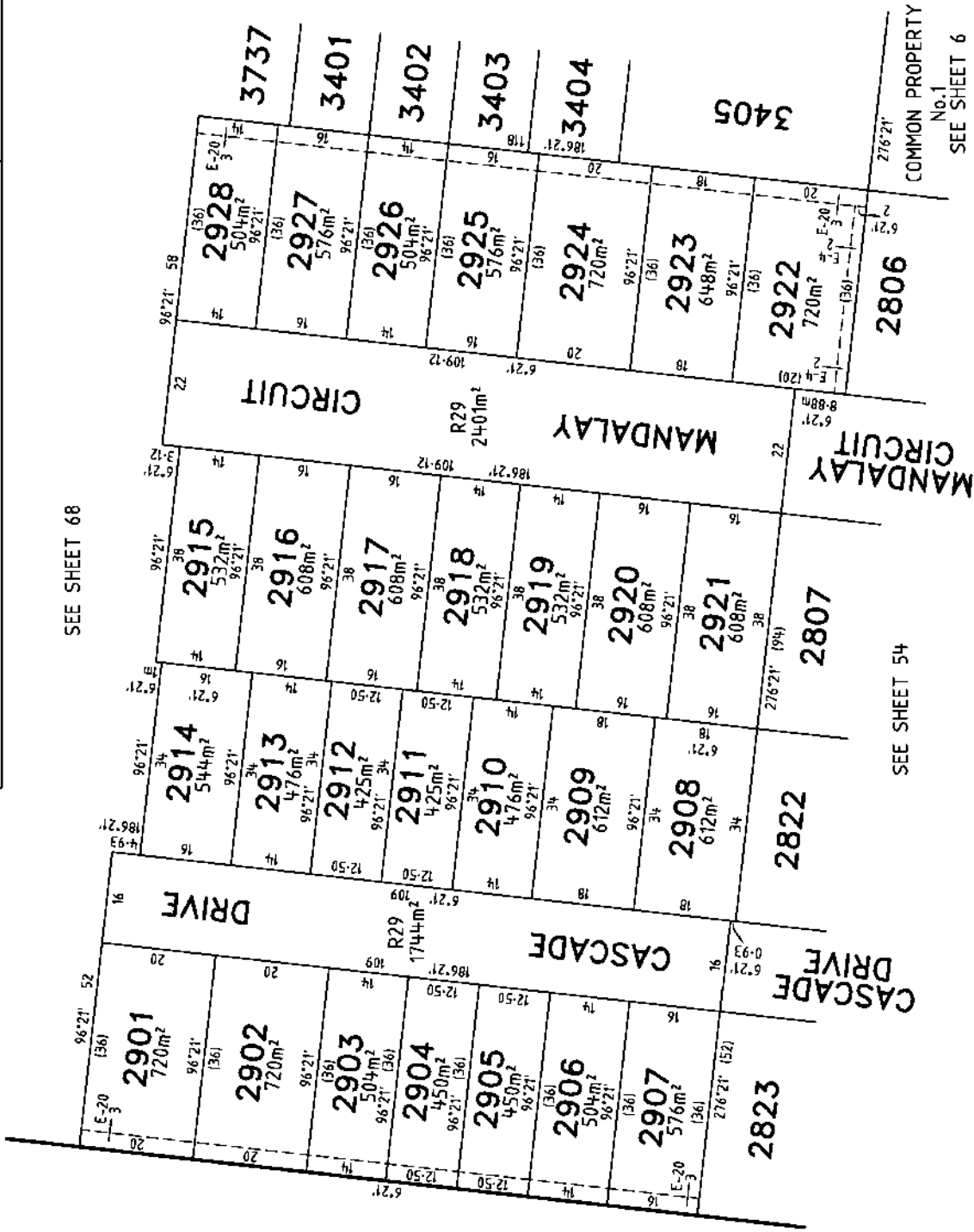
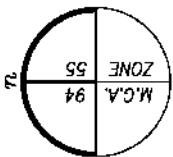
REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 55

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 68

SEE SHEET 54

SEE SHEET 65

COMMON PROPERTY
No.1
SEE SHEET 6

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

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



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

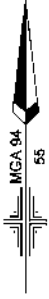
8 0 16 32
LENGTHS ARE IN METRES

SCALE
1:800

ORIGINAL SHEET SIZE A3
SHEET 56

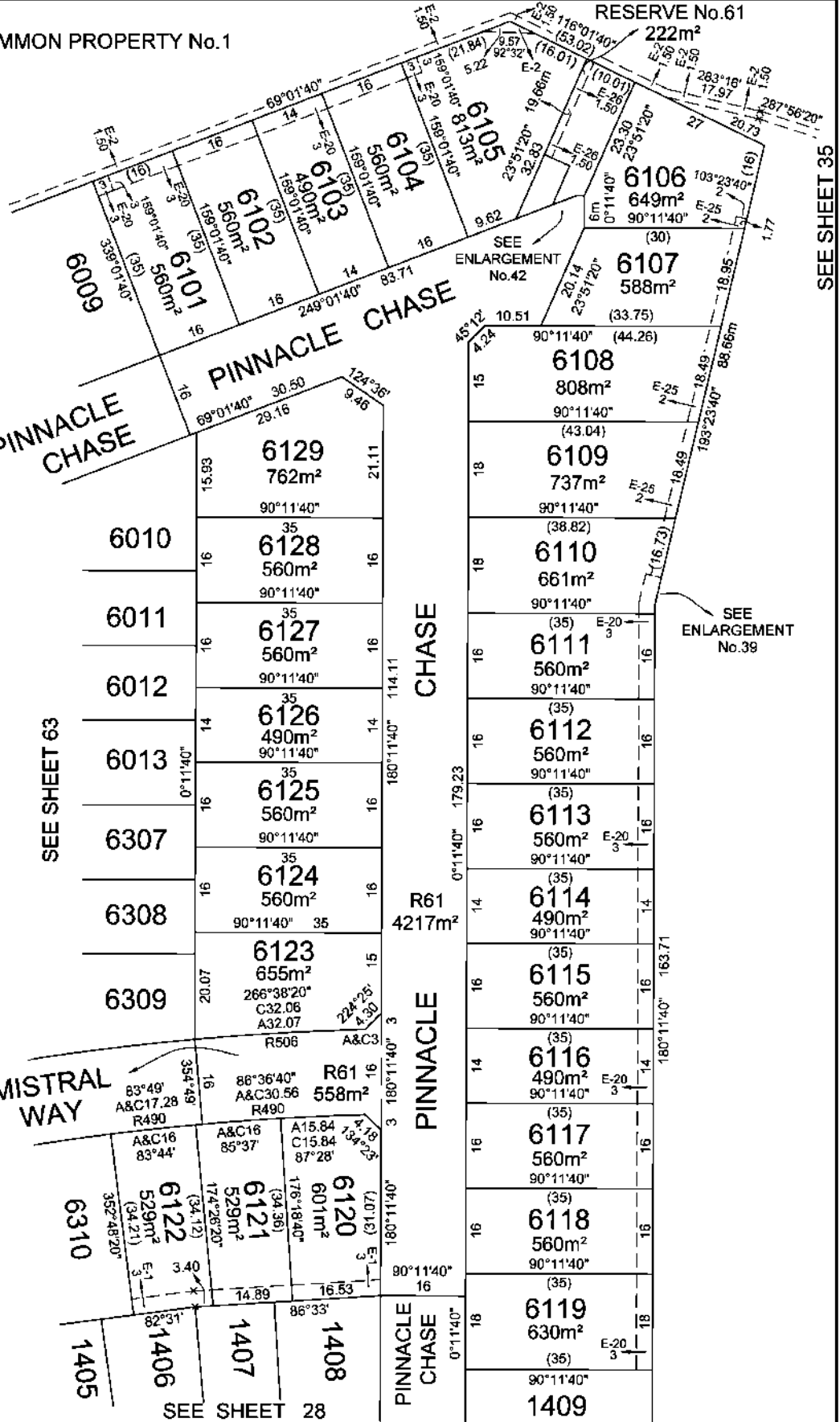
PLAN OF SUBDIVISION

PS 617320S



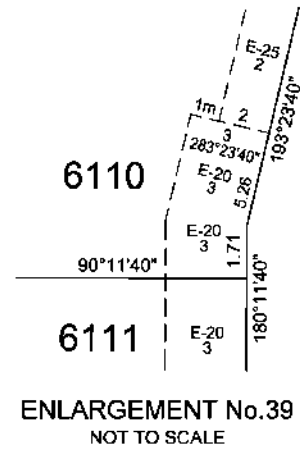
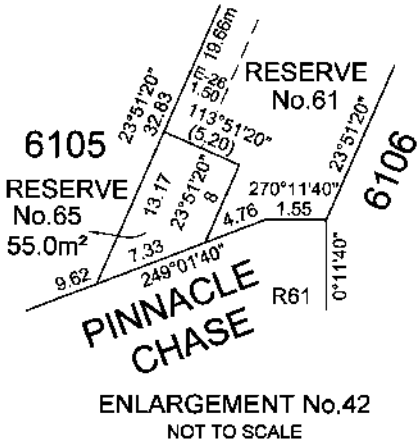
COMMON PROPERTY No.1

RESERVE No.61



SEE SHEET 58

SEE SHEET 35



SEE SHEET 63

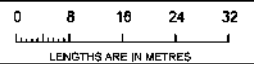
SEE ENLARGEMENT No.39

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

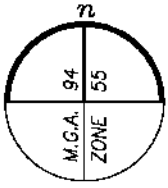


Lyssna Group Pty Ltd
 ABN 16 616 811 151
 Tel: +61 3 9516 8899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Docks Street
 Southbank VIC 3006 Australia

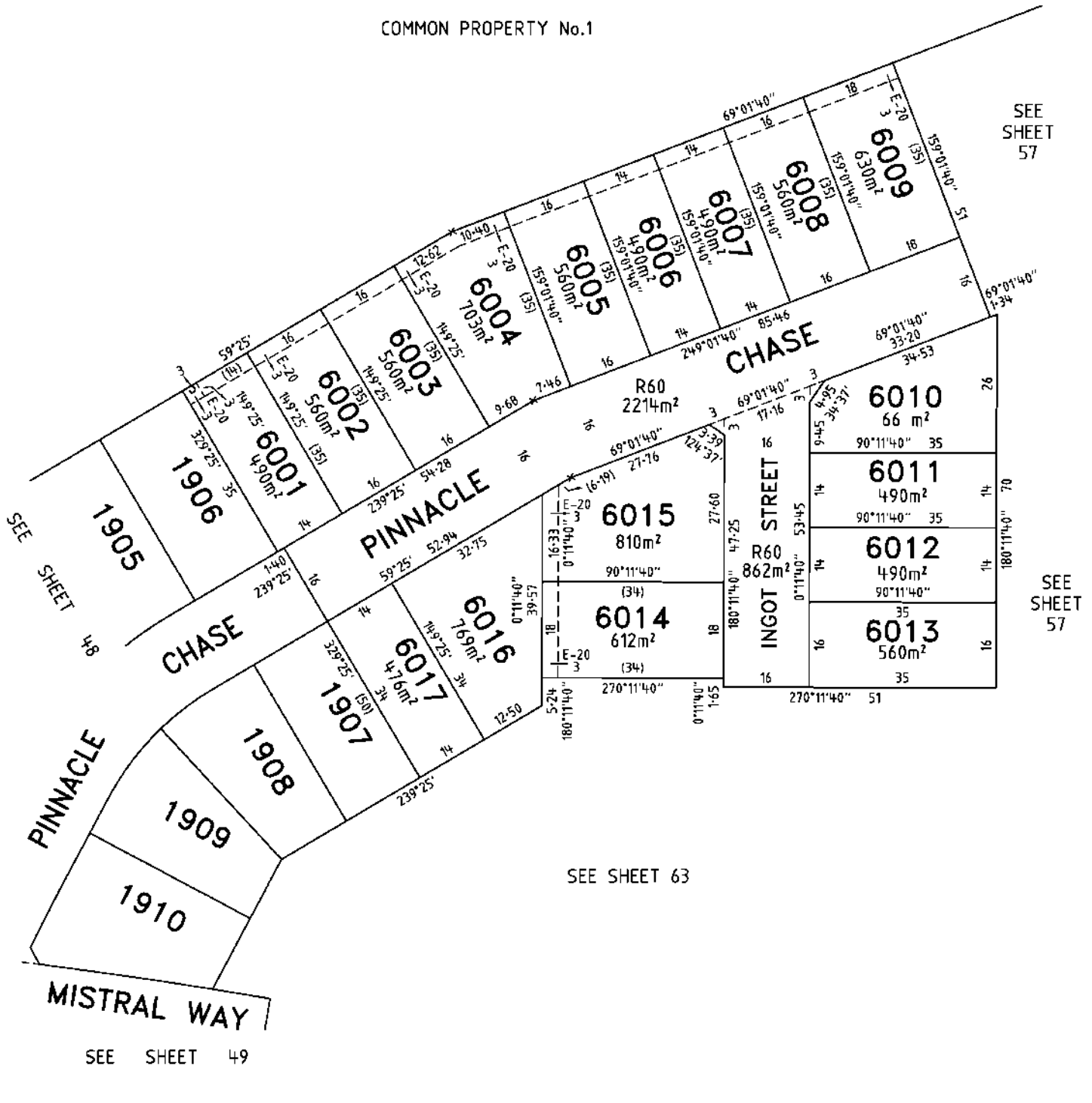
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



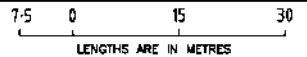
MANDALAY

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

SCALE
1:750



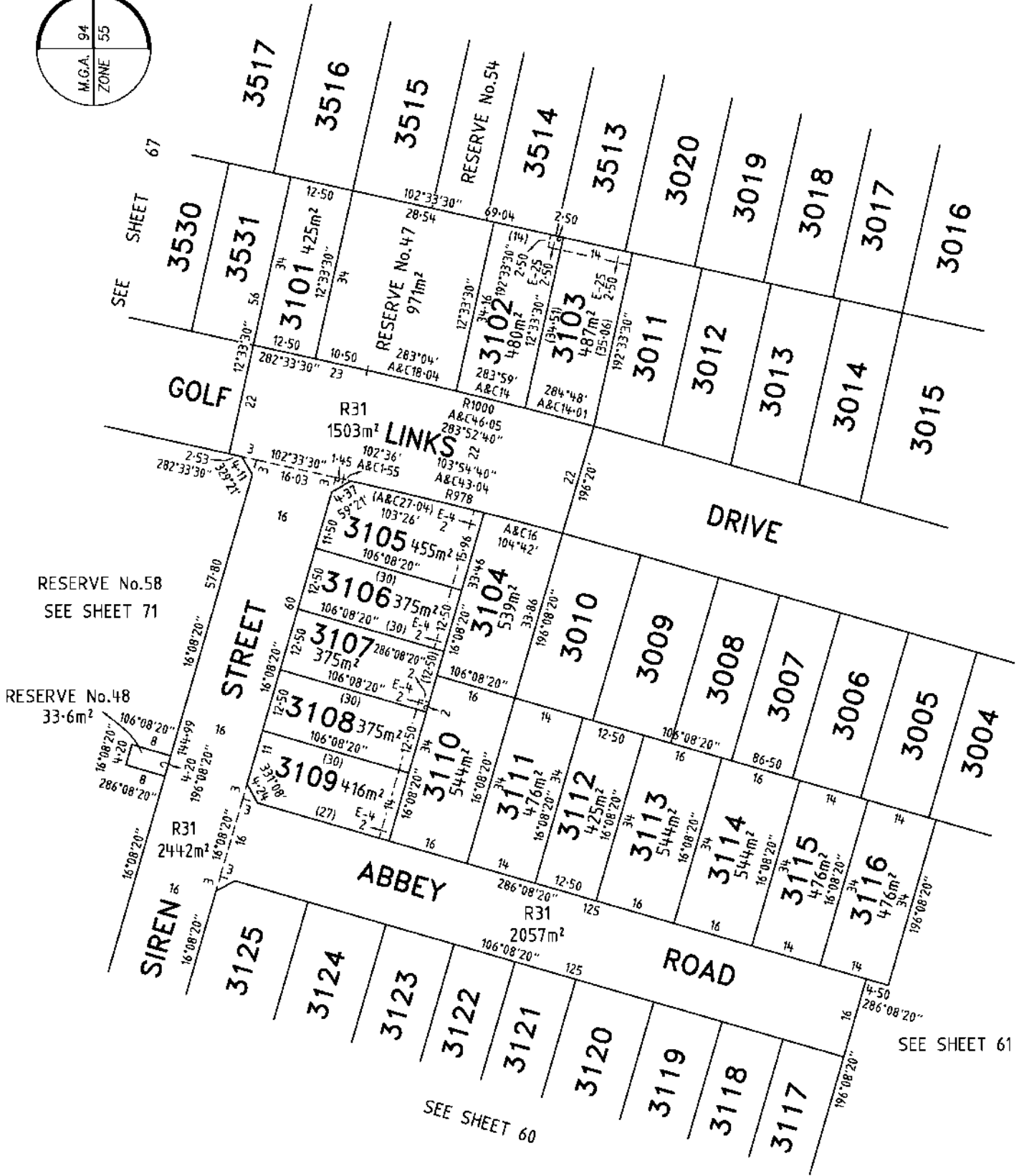
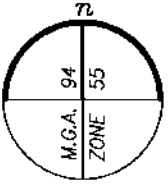
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 58

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 61

SEE SHEET 60

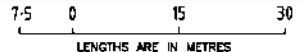
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



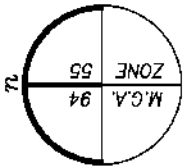
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 59

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 59
R31
ABBEEY ROAD

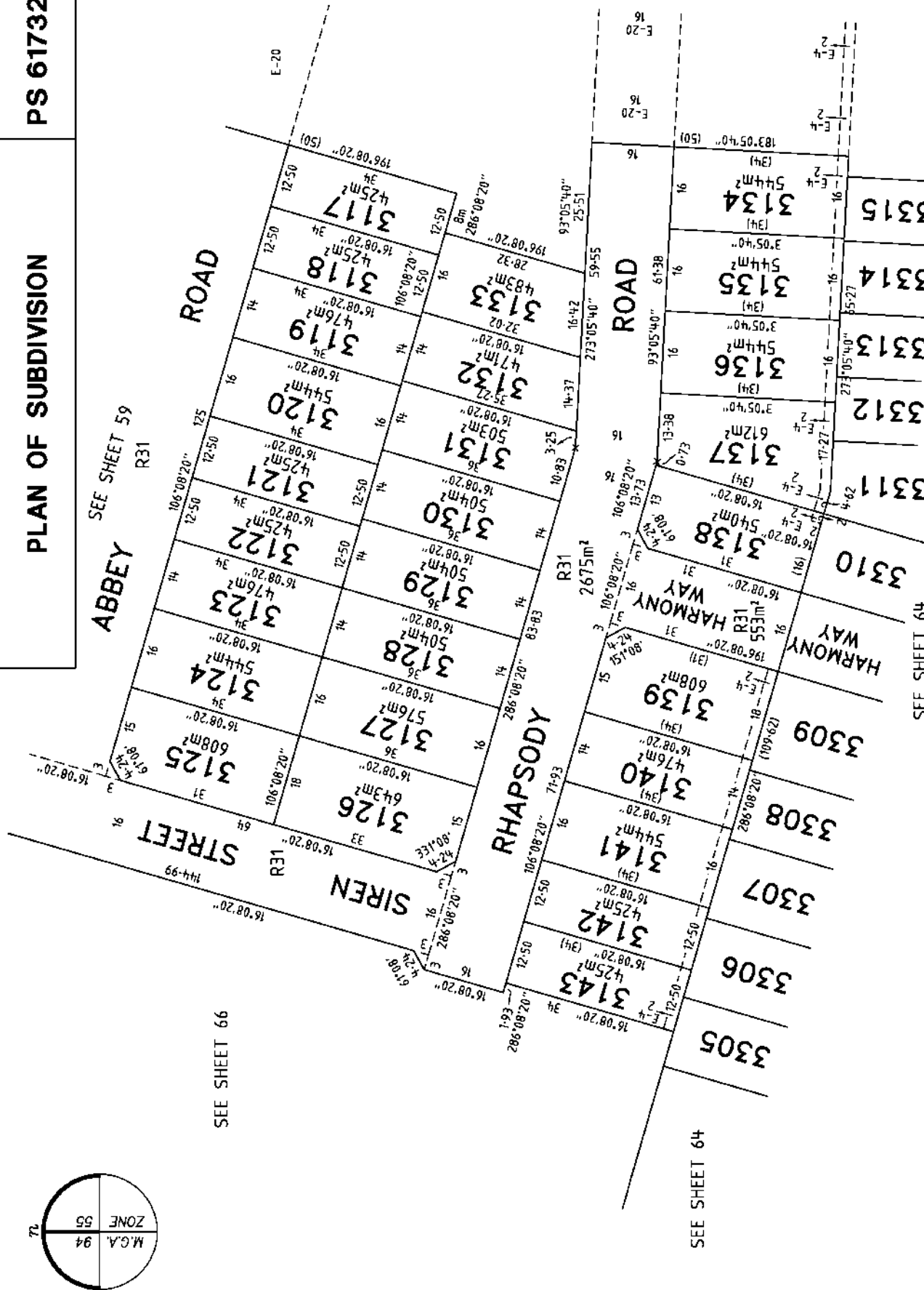
SEE SHEET 66
R31
SIREN STREET

SEE SHEET 61
R31
RHAPSODY ROAD

SEE SHEET 64
R31
HARMONY WAY

SEE SHEET 64

SEE SHEET 61



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

ORIGINAL SHEET SIZE A3
SHEET 60

LENGTHS ARE IN METRES
7.5 0 15 30

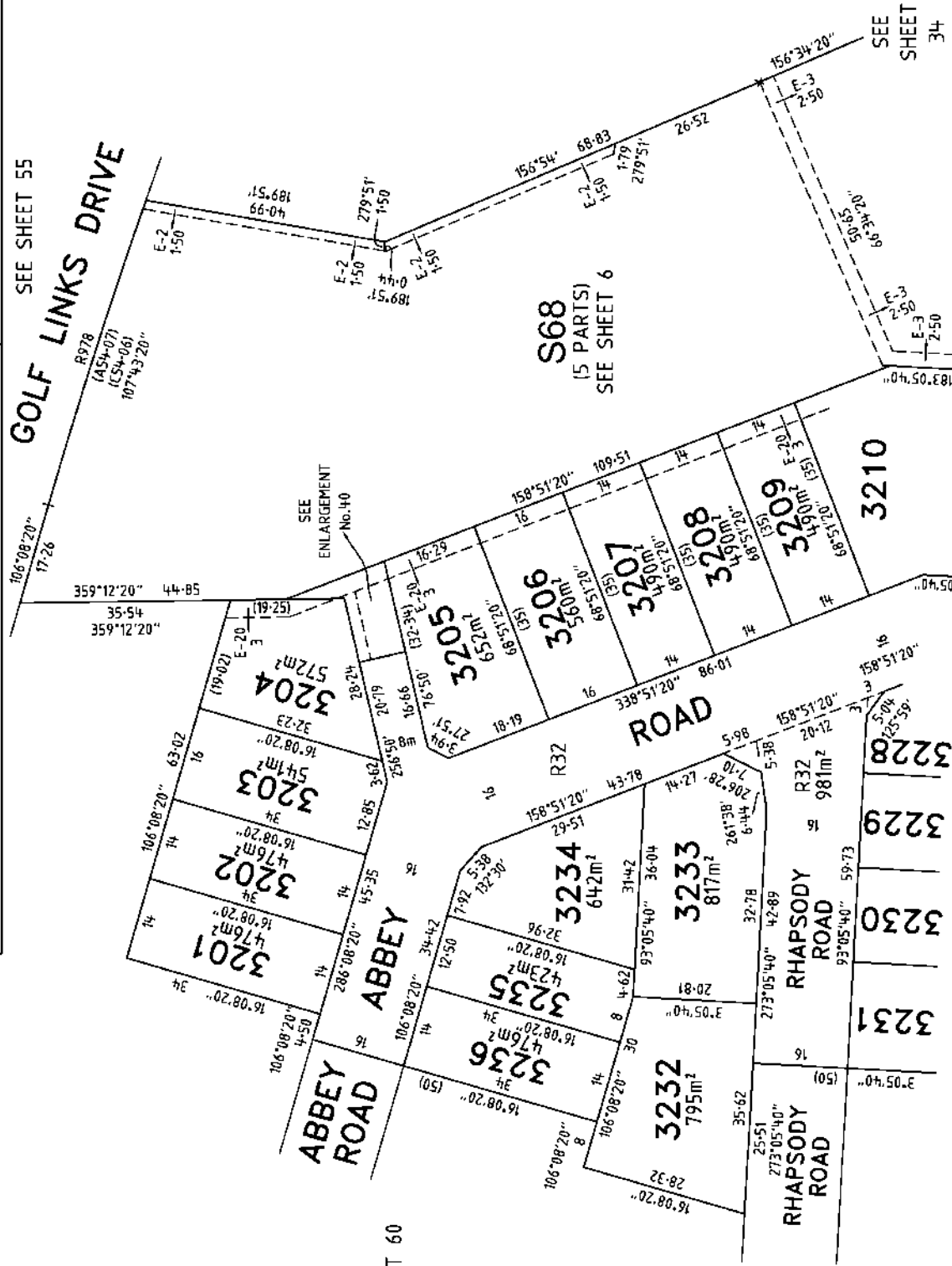
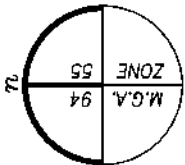
DATE 15/05/18
VERSION A
REFERENCE 24610333
DRAWING 2461035EA



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

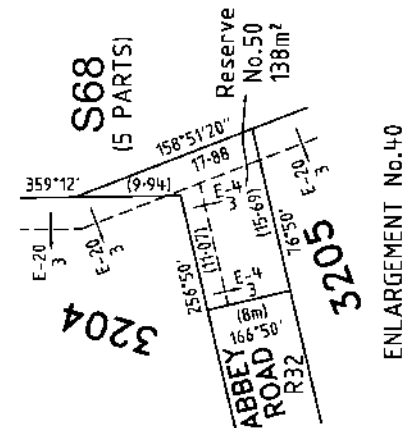
PS 617320S

PLAN OF SUBDIVISION



GOLF LINKS DRIVE
SEE SHEET 55

SEE SHEET 60



ENLARGEMENT No.40
NOT TO SCALE

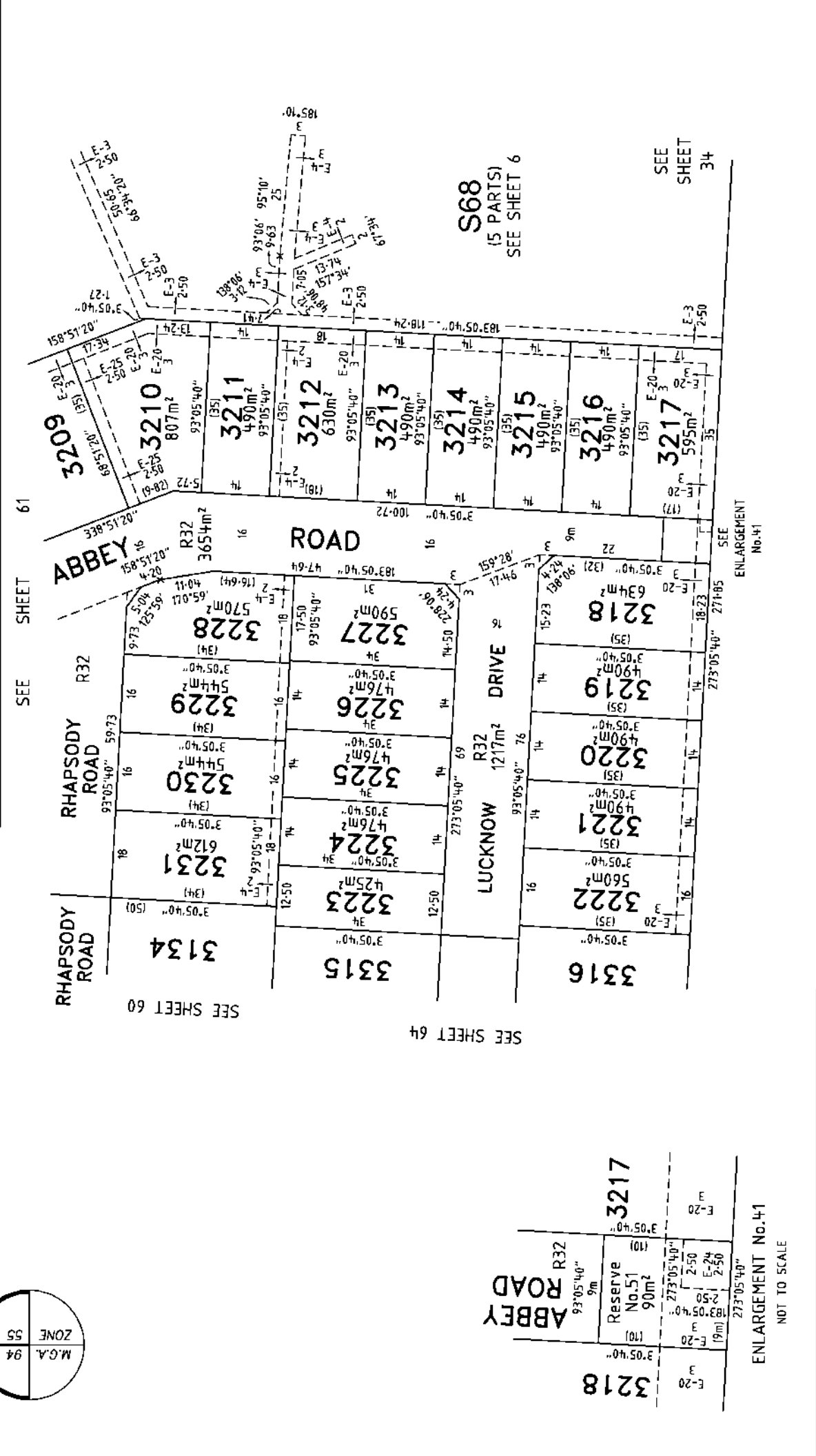
SCALE	1:750	ORIGINAL SHEET SIZE	A3
SHEET	62	SHEET	61

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



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

PLAN OF SUBDIVISION **PS 617320S**



SEE SHEET 61

SEE SHEET 64

SEE SHEET 34

SCALE 1:750

ORIGINAL SHEET SIZE A3

SHEET 62

LENGTHS ARE IN METRES

7.5 0 15 30

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

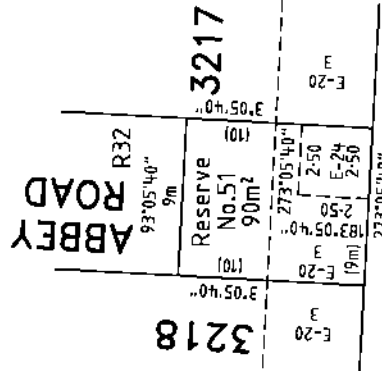
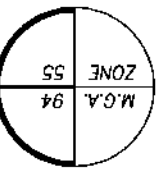
DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

ENLARGEMENT No.41

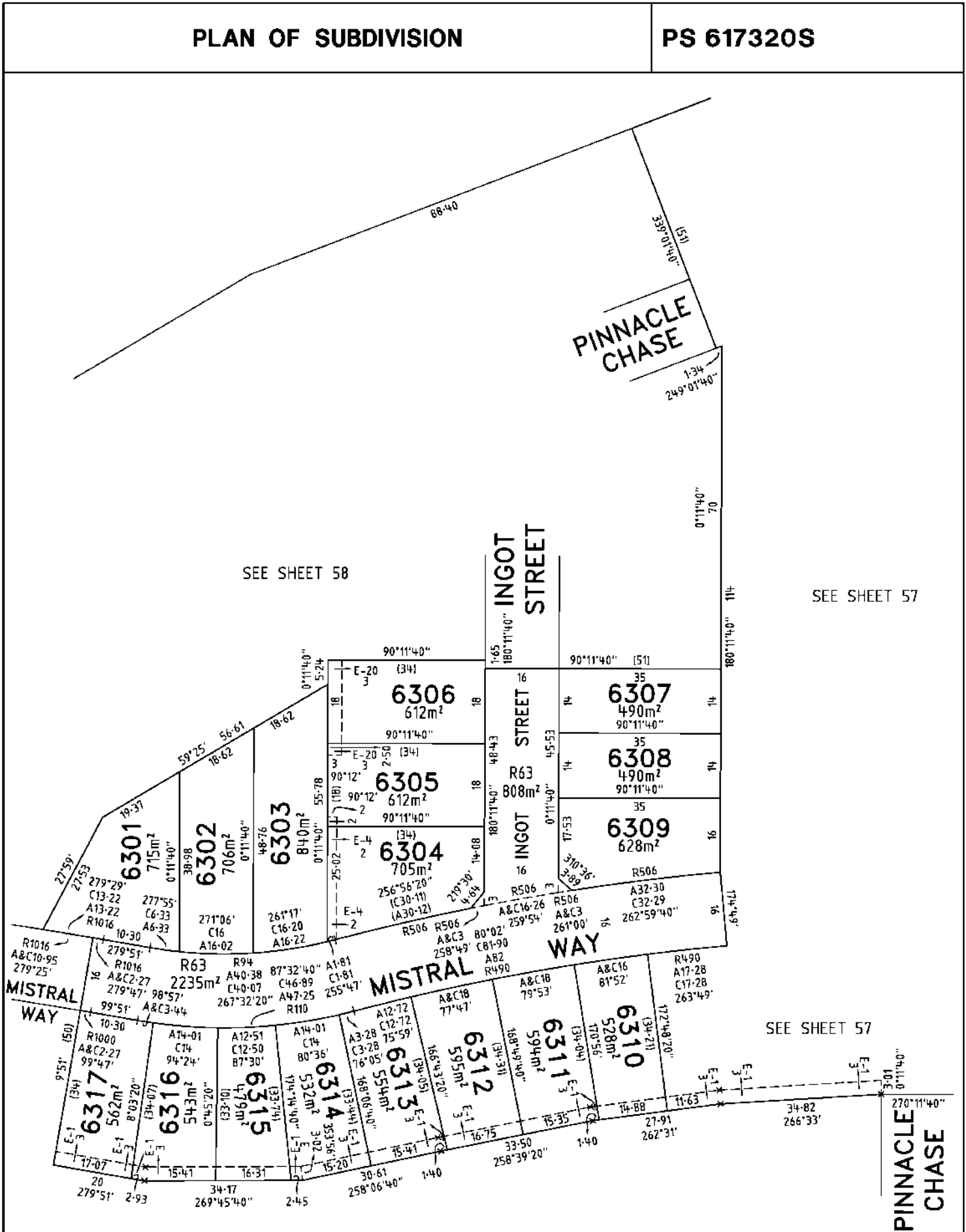
NOT TO SCALE

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



PLAN OF SUBDIVISION

PS 617320S



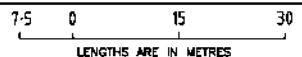
MANDALAY

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



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
 1:750



DATE 15/05/18 REFERENCE 24610333

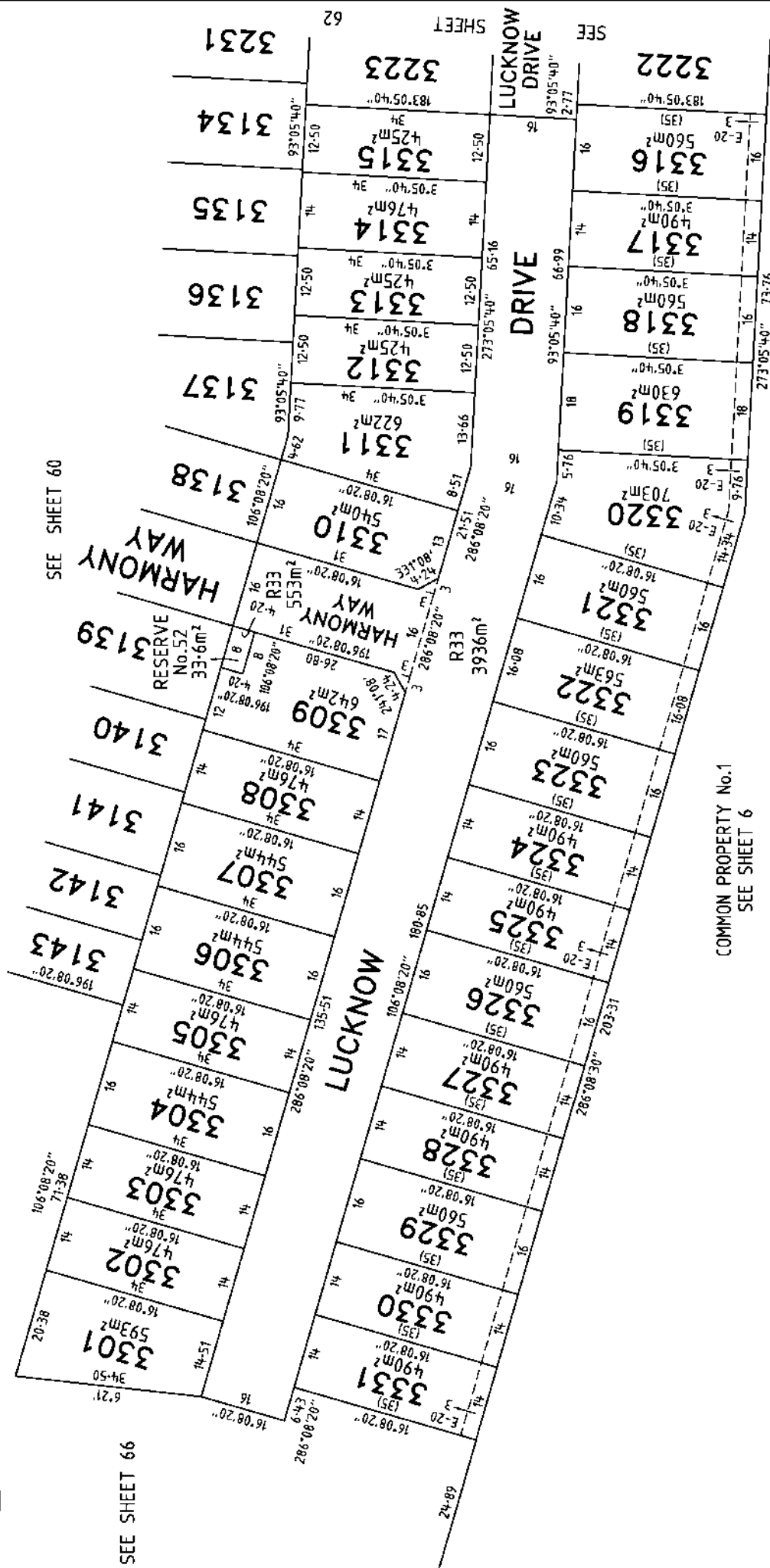
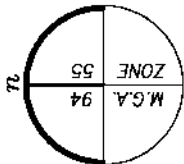
VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 63

PS 617320S


PLAN OF SUBDIVISION



SEE SHEET 60

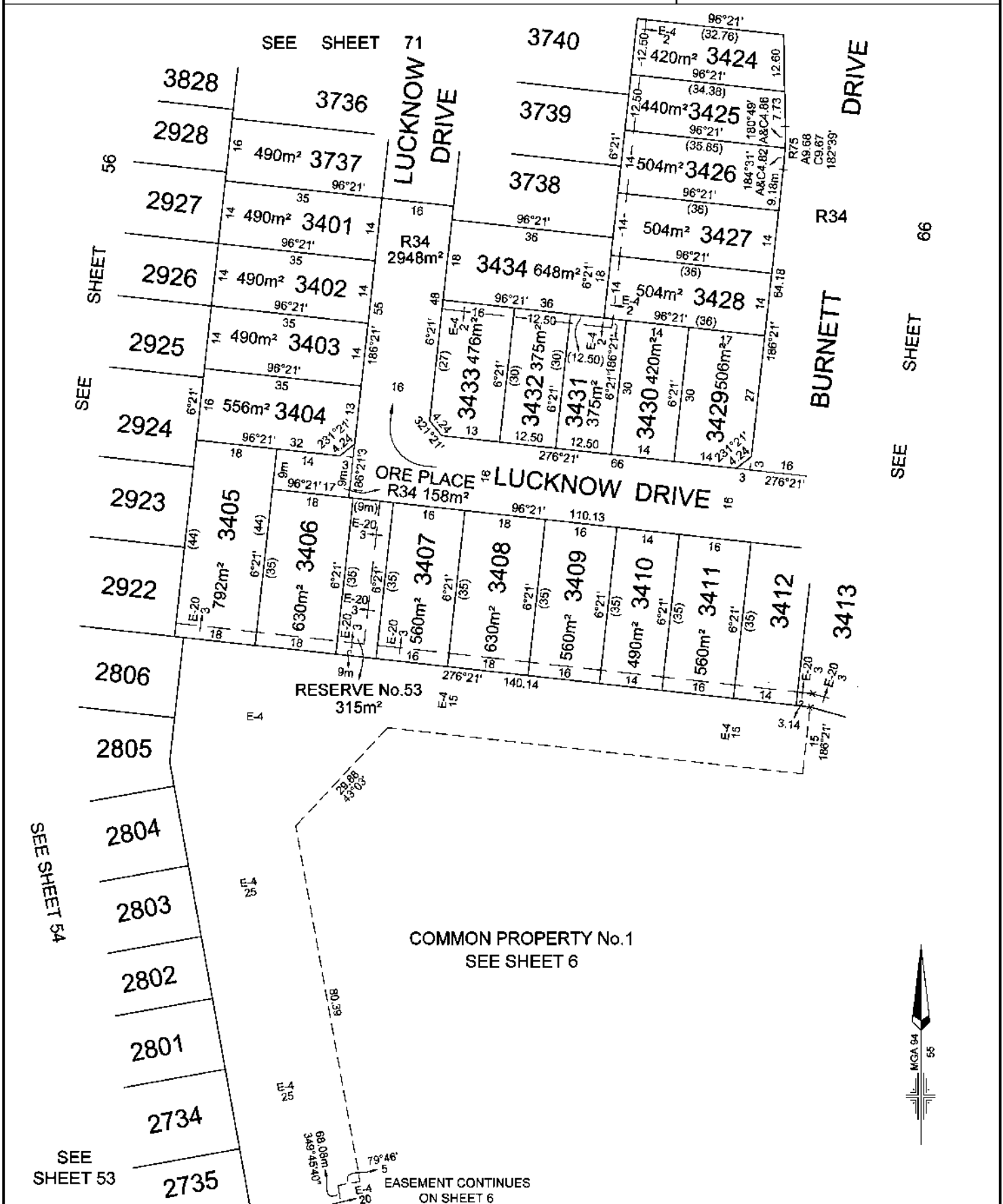
SEE SHEET 66

COMMON PROPERTY No.1
SEE SHEET 6

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

PLAN OF SUBDIVISION

PS 617320S

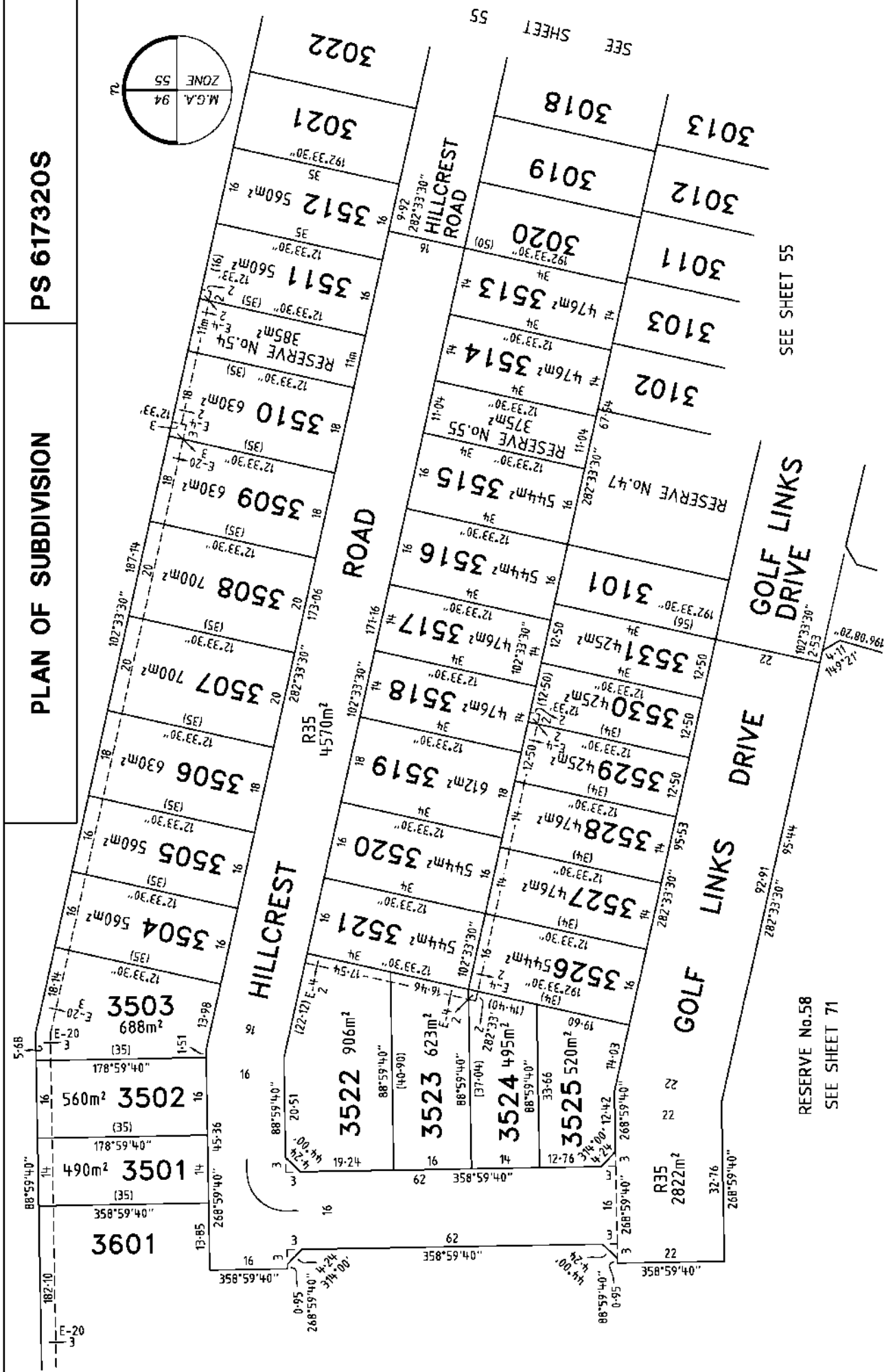
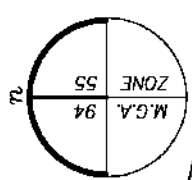


<p>Lyssna Group Pty Ltd ABN 16 616 811 121 Tel: +61 3 9516 8899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY SCALE: 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
	DATE: 08/11/17 DRAWING: CM0061AB	REFERENCE: AA0015 DRAWN BY: LS

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

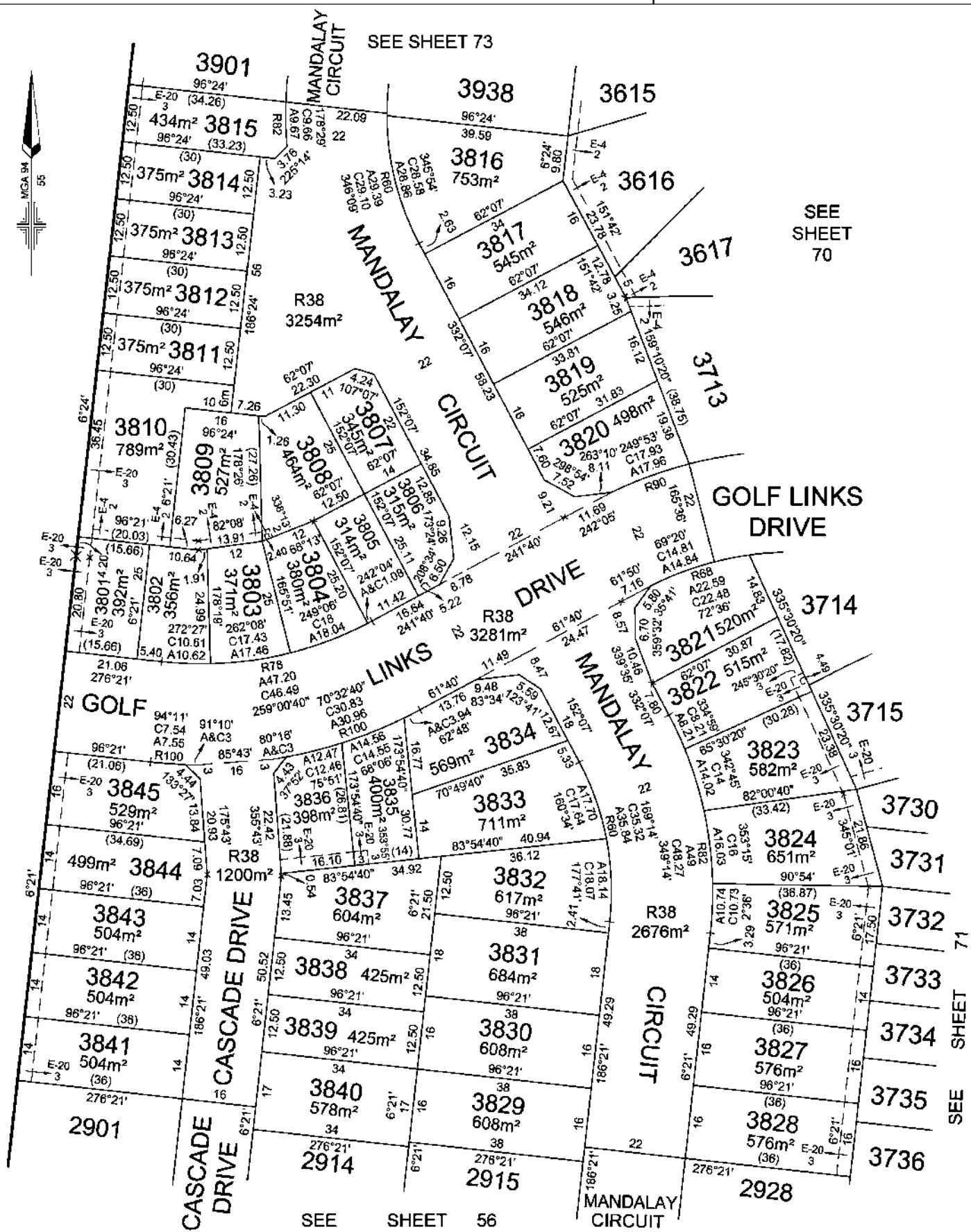
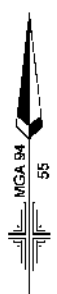
PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 73

SEE SHEET 70

SEE SHEET 71

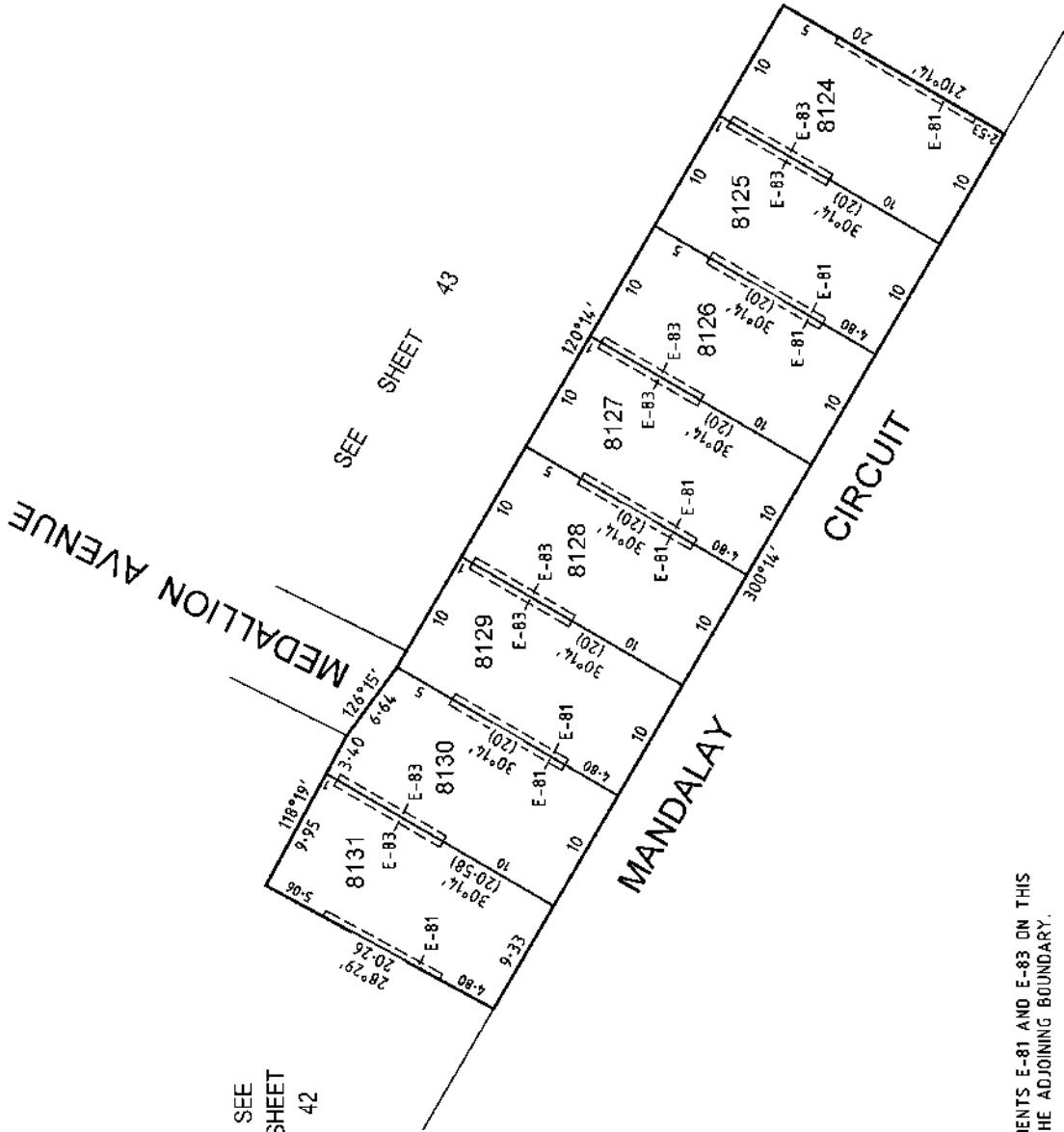


SEE SHEET 56

<p>Lyssna Group Pty Ltd ABN 16 616 811 181 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 73

COMMON PROPERTY No.1
SEE SHEET 36

SNUG
LANE
R36
337m²

DOMAIN
DRIVE

ALCOVE WAY
R36
(C3.06)
(AB.16)

3501
178°59'40"

3601
630m²
178°59'40"

490m² 3602
178°59'40"

490m² 3603
178°59'40"

3604
560m²
178°59'40"

490m² 3605
178°59'40"

490m² 3606
178°59'40"

490m² 3607
178°59'40"

490m² 3608
178°59'40"

3609
560m²
178°59'40"

490m² 3610
178°59'40"

3611
560m²
178°59'40"

3612
503m²
178°59'40"

3613
653m²
178°59'40"

3614
655m²
178°59'40"

3615
701m²
178°59'40"

3616
895m²
178°59'40"

3617
868m²
178°59'40"

3618
868m²
178°59'40"

3619
476m²
178°59'40"

3620
566m²
178°59'40"

3621
544m²
178°59'40"

3622
476m²
178°59'40"

3623
425m²
178°59'40"

3624
425m²
178°59'40"

3625
544m²
178°59'40"

3626
425m²
178°59'40"

3627
425m²
178°59'40"

3628
444m²
178°59'40"

3629
350m²
178°59'40"

3630
350m²
178°59'40"

3631
350m²
178°59'40"

3632
424m²
178°59'40"

3633
566m²
178°59'40"

3634
535m²
178°59'40"

3635
566m²
178°59'40"

3636
566m²
178°59'40"

3637
566m²
178°59'40"

3638
566m²
178°59'40"

3639
566m²
178°59'40"

3640
566m²
178°59'40"

3641
566m²
178°59'40"

3642
566m²
178°59'40"

3643
566m²
178°59'40"

3644
566m²
178°59'40"

3645
566m²
178°59'40"

3646
566m²
178°59'40"

3647
566m²
178°59'40"

3648
566m²
178°59'40"

3649
566m²
178°59'40"

3650
566m²
178°59'40"

3651
566m²
178°59'40"

3652
566m²
178°59'40"

3653
566m²
178°59'40"

3654
566m²
178°59'40"

3655
566m²
178°59'40"

3656
566m²
178°59'40"

3657
566m²
178°59'40"

3658
566m²
178°59'40"

3659
566m²
178°59'40"

3660
566m²
178°59'40"

3661
566m²
178°59'40"

3662
566m²
178°59'40"

3663
566m²
178°59'40"

3664
566m²
178°59'40"

3665
566m²
178°59'40"

3666
566m²
178°59'40"

3667
566m²
178°59'40"

3668
566m²
178°59'40"

3669
566m²
178°59'40"

3670
566m²
178°59'40"

3671
566m²
178°59'40"

3672
566m²
178°59'40"

3673
566m²
178°59'40"

3674
566m²
178°59'40"

3675
566m²
178°59'40"

3676
566m²
178°59'40"

3677
566m²
178°59'40"

3678
566m²
178°59'40"

3679
566m²
178°59'40"

3680
566m²
178°59'40"

3681
566m²
178°59'40"

3682
566m²
178°59'40"

3683
566m²
178°59'40"

3684
566m²
178°59'40"

3685
566m²
178°59'40"

3686
566m²
178°59'40"

3687
566m²
178°59'40"

3688
566m²
178°59'40"

3689
566m²
178°59'40"

3690
566m²
178°59'40"

3691
566m²
178°59'40"

3692
566m²
178°59'40"

3693
566m²
178°59'40"

3694
566m²
178°59'40"

3695
566m²
178°59'40"

3696
566m²
178°59'40"

3697
566m²
178°59'40"

3698
566m²
178°59'40"

3699
566m²
178°59'40"

3700
566m²
178°59'40"

3701
401m²
178°59'40"

3702
476m²
178°59'40"

3703
544m²
178°59'40"

3704
476m²
178°59'40"

3705
476m²
178°59'40"

3706
425m²
178°59'40"

3707
425m²
178°59'40"

3708
442m²
178°59'40"

3709
477m²
178°59'40"

3710
476m²
178°59'40"

3711
486m²
178°59'40"

3712
535m²
178°59'40"

3713
566m²
178°59'40"

3714
566m²
178°59'40"

3715
566m²
178°59'40"

3716
566m²
178°59'40"

3717
566m²
178°59'40"

3718
566m²
178°59'40"

3719
566m²
178°59'40"

3720
566m²
178°59'40"

3721
566m²
178°59'40"

3722
566m²
178°59'40"

3723
566m²
178°59'40"

3724
566m²
178°59'40"

3725
566m²
178°59'40"

3726
566m²
178°59'40"

3727
566m²
178°59'40"

3728
566m²
178°59'40"

3729
566m²
178°59'40"

3730
566m²
178°59'40"

3731
566m²
178°59'40"

3732
566m²
178°59'40"

3733
566m²
178°59'40"

3734
566m²
178°59'40"

3735
566m²
178°59'40"

3736
566m²
178°59'40"

3737
566m²
178°59'40"

3738
566m²
178°59'40"

3739
566m²
178°59'40"

3740
566m²
178°59'40"

3741
566m²
178°59'40"

3742
566m²
178°59'40"

3743
566m²
178°59'40"

3744
566m²
178°59'40"

3745
566m²
178°59'40"

3746
566m²
178°59'40"

3747
566m²
178°59'40"

3748
566m²
178°59'40"

3749
566m²
178°59'40"

3750
566m²
178°59'40"

3751
566m²
178°59'40"

3752
566m²
178°59'40"

3753
566m²
178°59'40"

3754
566m²
178°59'40"

3755
566m²
178°59'40"

3756
566m²
178°59'40"

3757
566m²
178°59'40"

3758
566m²
178°59'40"

3759
566m²
178°59'40"

3760
566m²
178°59'40"

3761
566m²
178°59'40"

3762
566m²
178°59'40"

3763
566m²
178°59'40"

3764
566m²
178°59'40"

3765
566m²
178°59'40"

3766
566m²
178°59'40"

3767
566m²
178°59'40"

3768
566m²
178°59'40"

3769
566m²
178°59'40"

3770
566m²
178°59'40"

3771
566m²
178°59'40"

3772
566m²
178°59'40"

3773
566m²
178°59'40"

3774
566m²
178°59'40"

3775
566m²
178°59'40"

3776
566m²
178°59'40"

3777
566m²
178°59'40"

3778
566m²
178°59'40"

3779
566m²
178°59'40"

3780
566m²
178°59'40"

3781
566m²
178°59'40"

3782
566m²
178°59'40"

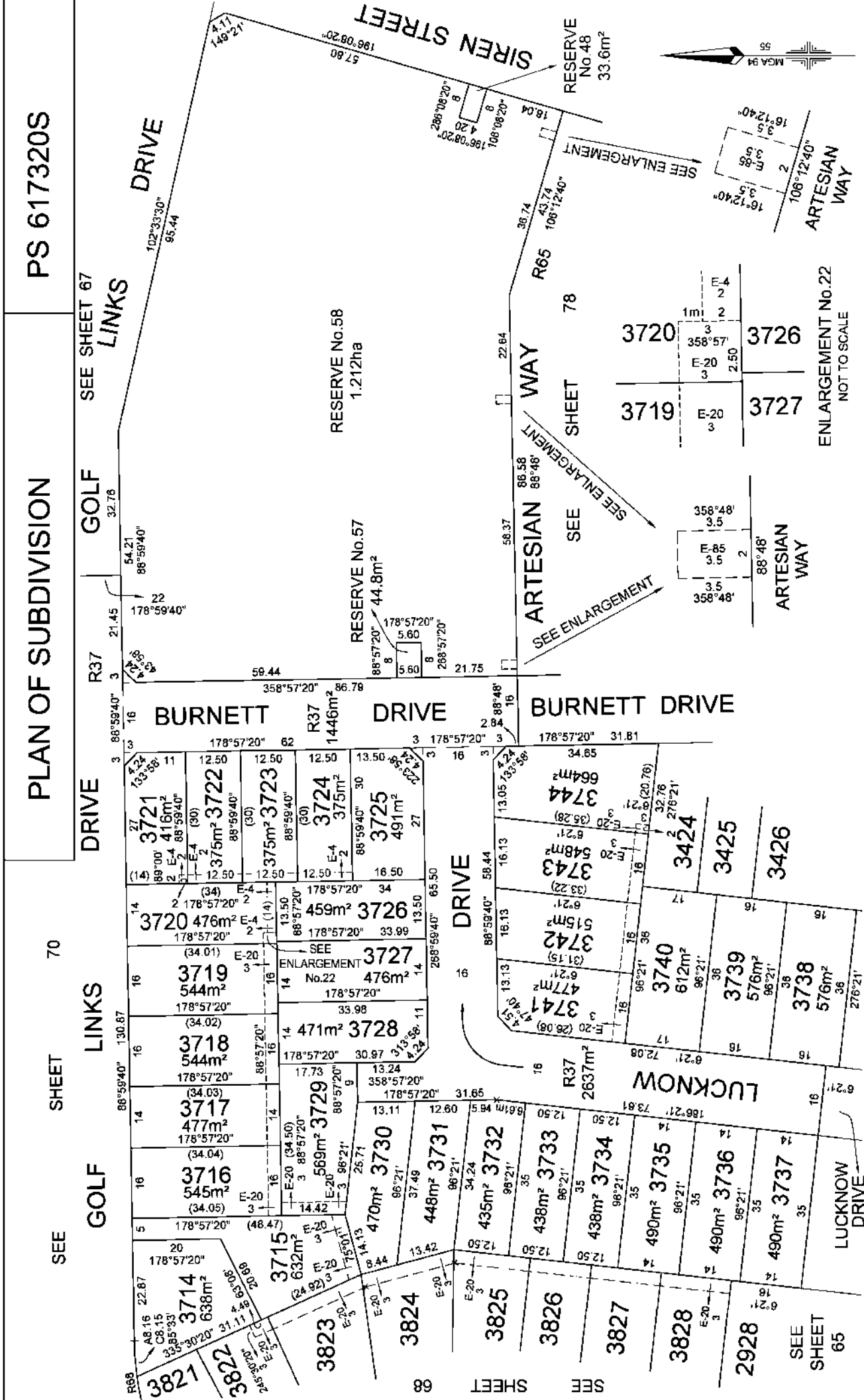
3783
566m²
178°59'40"

3784
566m²
178°59'40"

3785
566m²
178°59'40"

3786
566m²
178°59'40"

3787
566m²
178°59'40"



PS 617320S

PLAN OF SUBDIVISION

SHEET 70

SEE SHEET 67
LINKS

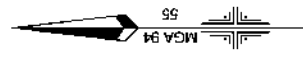
GOLF LINKS

DRIVE

LINKS

GOLF

SEE



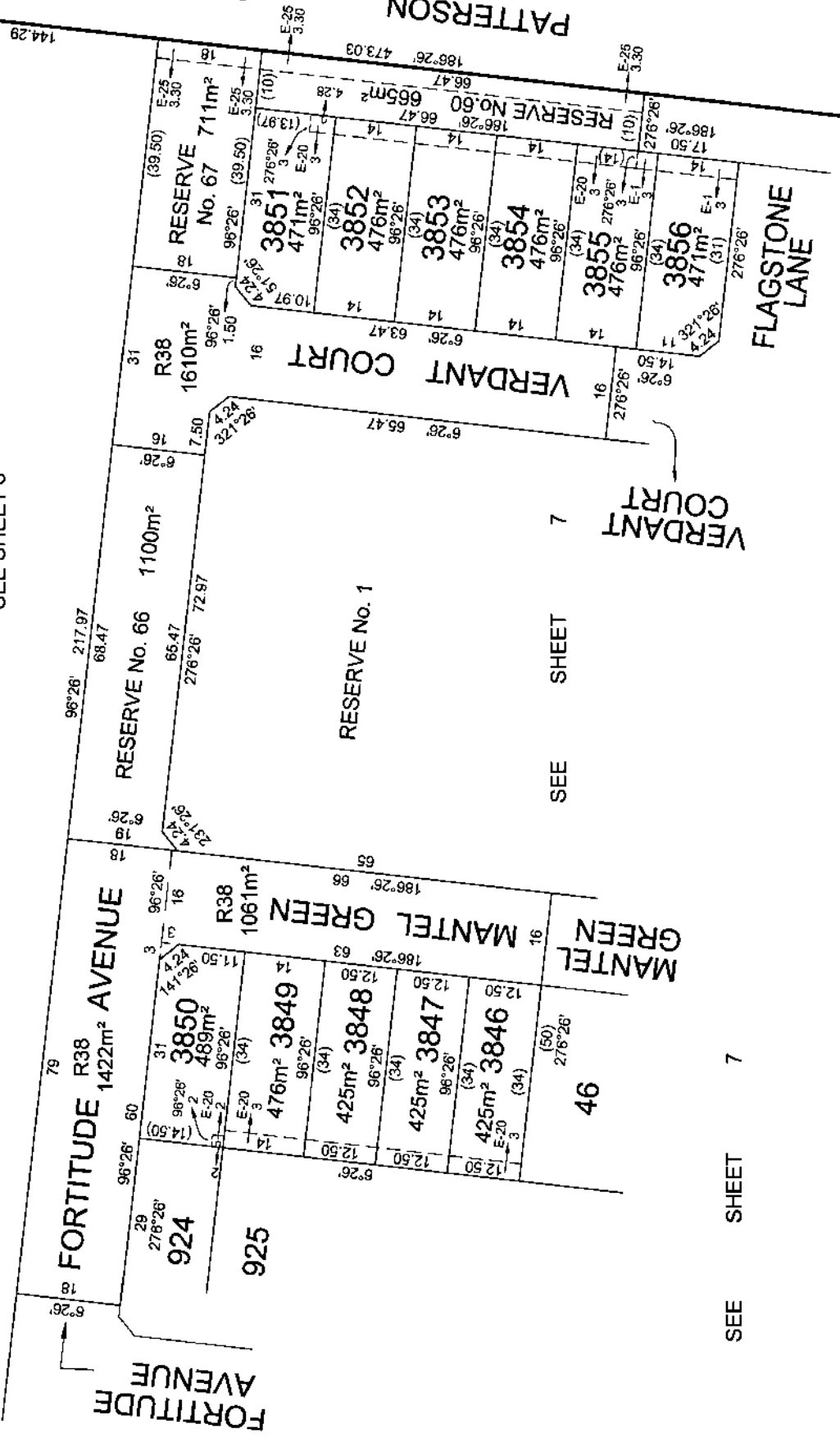
MANDALAY	SCALE 1:800	ORIGINAL SHEET SIZE: A3	SHEET 71
LICENSED SURVEYOR: ANDREW J. REAY		LENGTHS ARE IN METRES	
DATE: 05/02/21	REFERENCE: AA0015	DRAWN BY: LS	
<p>Lyssna Group Pty Ltd ABN 15 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Docks Street, Southbank VIC 3008 Australia</p>		<p>Lyssna LyssnaGroup.com</p>	

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 6

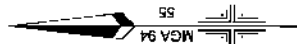
S34
SEE SHEET 6



SEE SHEET 37

SEE SHEET 7

SEE SHEET 7



Lyssna Group Pty Ltd
 ABN 18 616 611 151
 Tel: +61 3 9518 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodd St
 Southbank VIC 3006 Australia



MANDALAY - 38
 LICENSED SURVEYOR: ANDREW J. REAY

DATE: 23/08/18
 DRAWING: CM0061AB
 REFERENCE: A00015
 DRAWN BY: LS

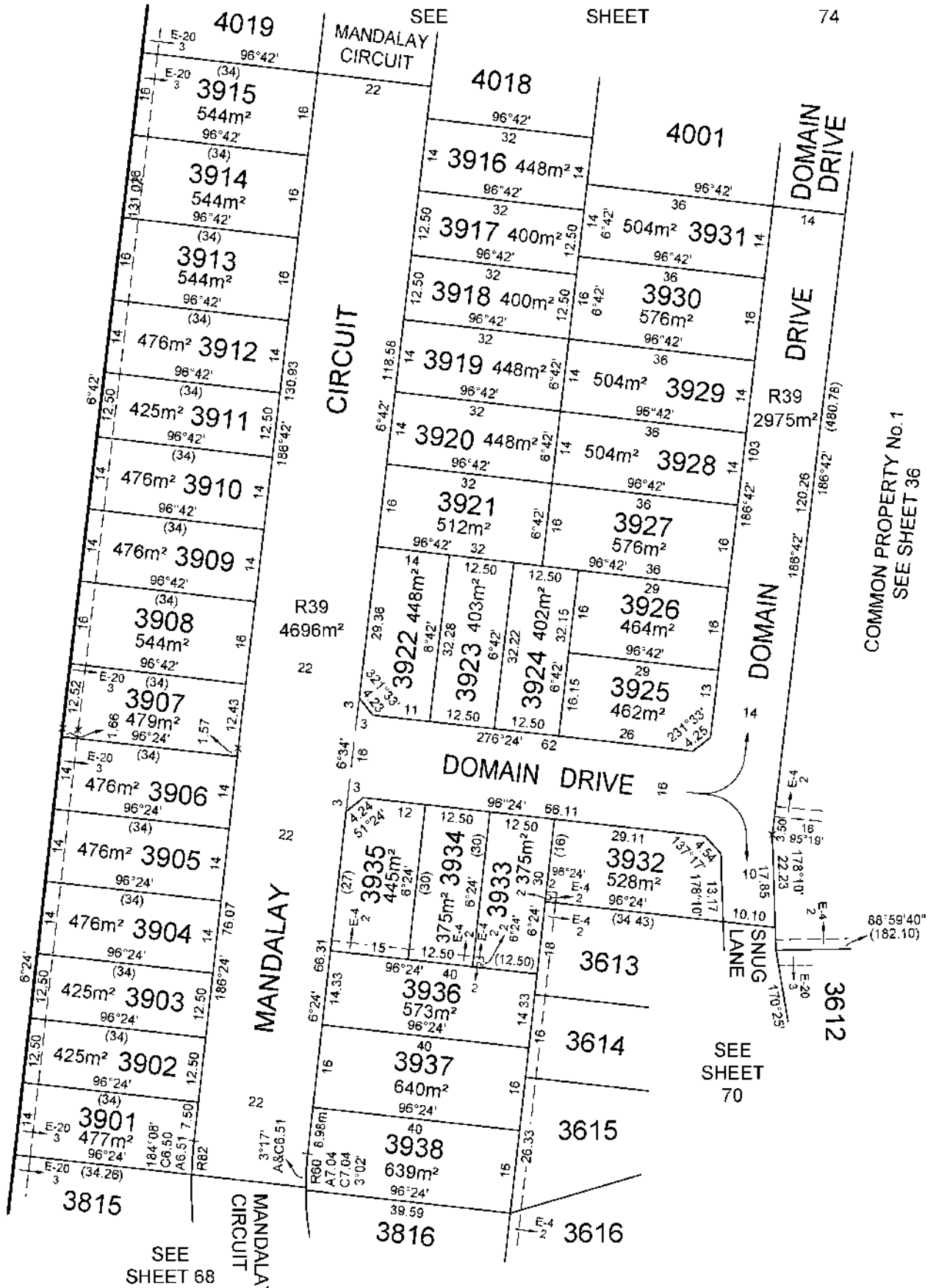
SCALE: 1:750
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 72

PLAN OF SUBDIVISION


PS 617320S



COMMON PROPERTY No.1
SEE SHEET 36

SEE SHEET 68

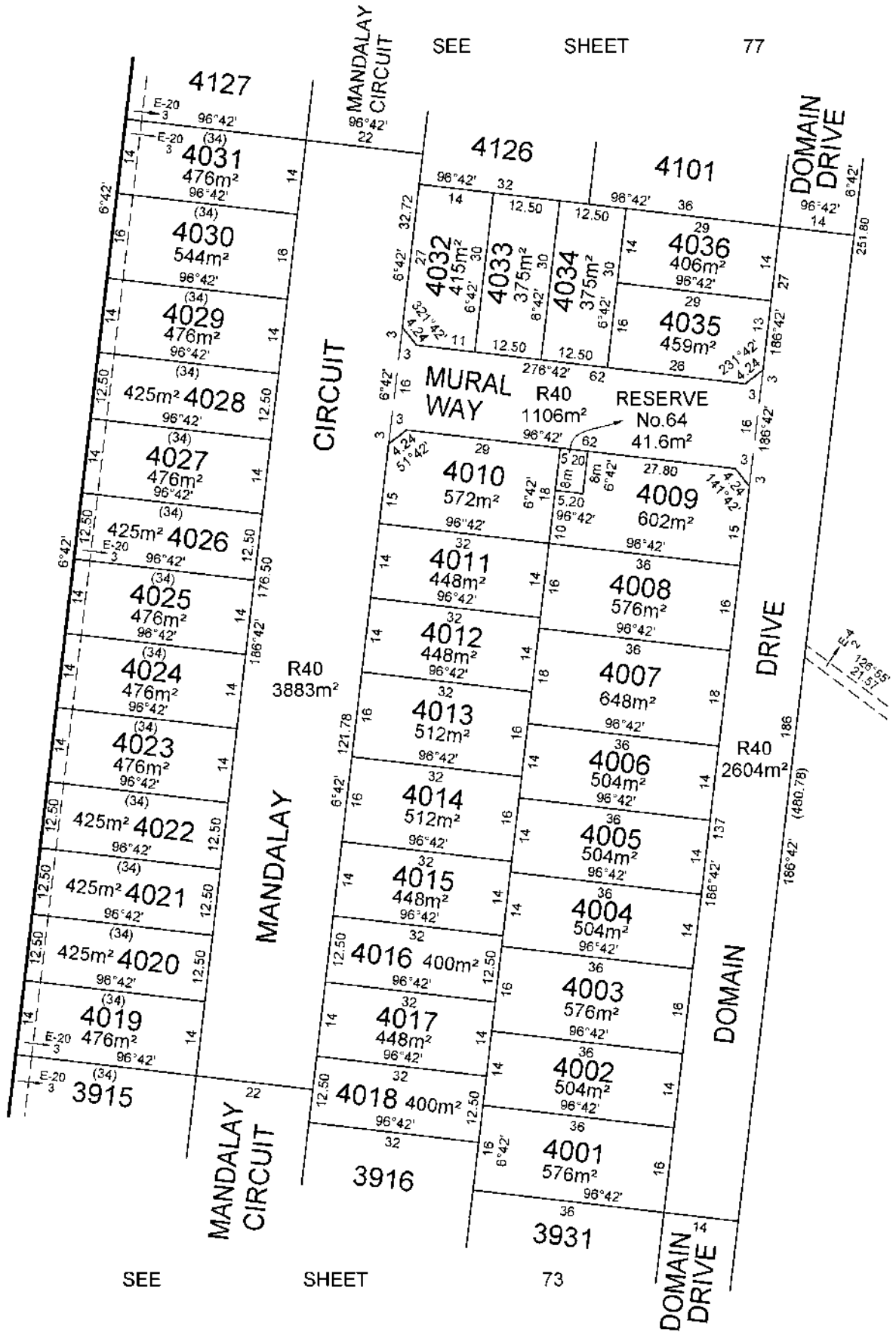
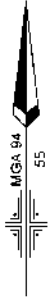
SEE SHEET 70

 <p>Lyssna Group Pty Ltd ABN 16 616 811 191 Tel +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suits 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

SEE SHEET 77



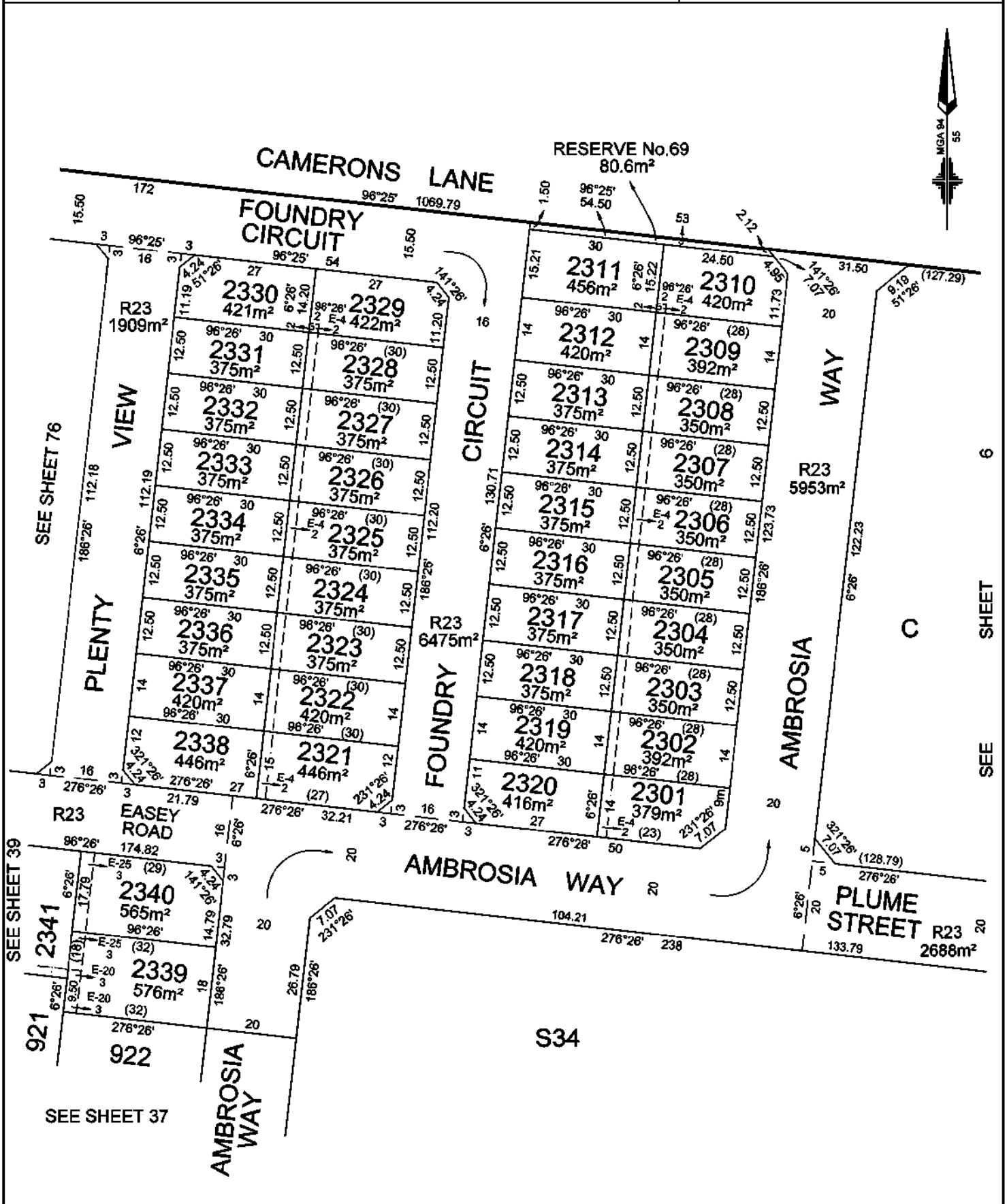
COMMON PROPERTY No.1
SEE SHEET 36


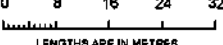
SEE SHEET 73

<p>Lyssna Group Pty Ltd 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	SCALE 1:750	<p>LENGTHS ARE IN METRES</p>
	DATE: 07/11/22 DRAWING: CM0064AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 74	

PLAN OF SUBDIVISION

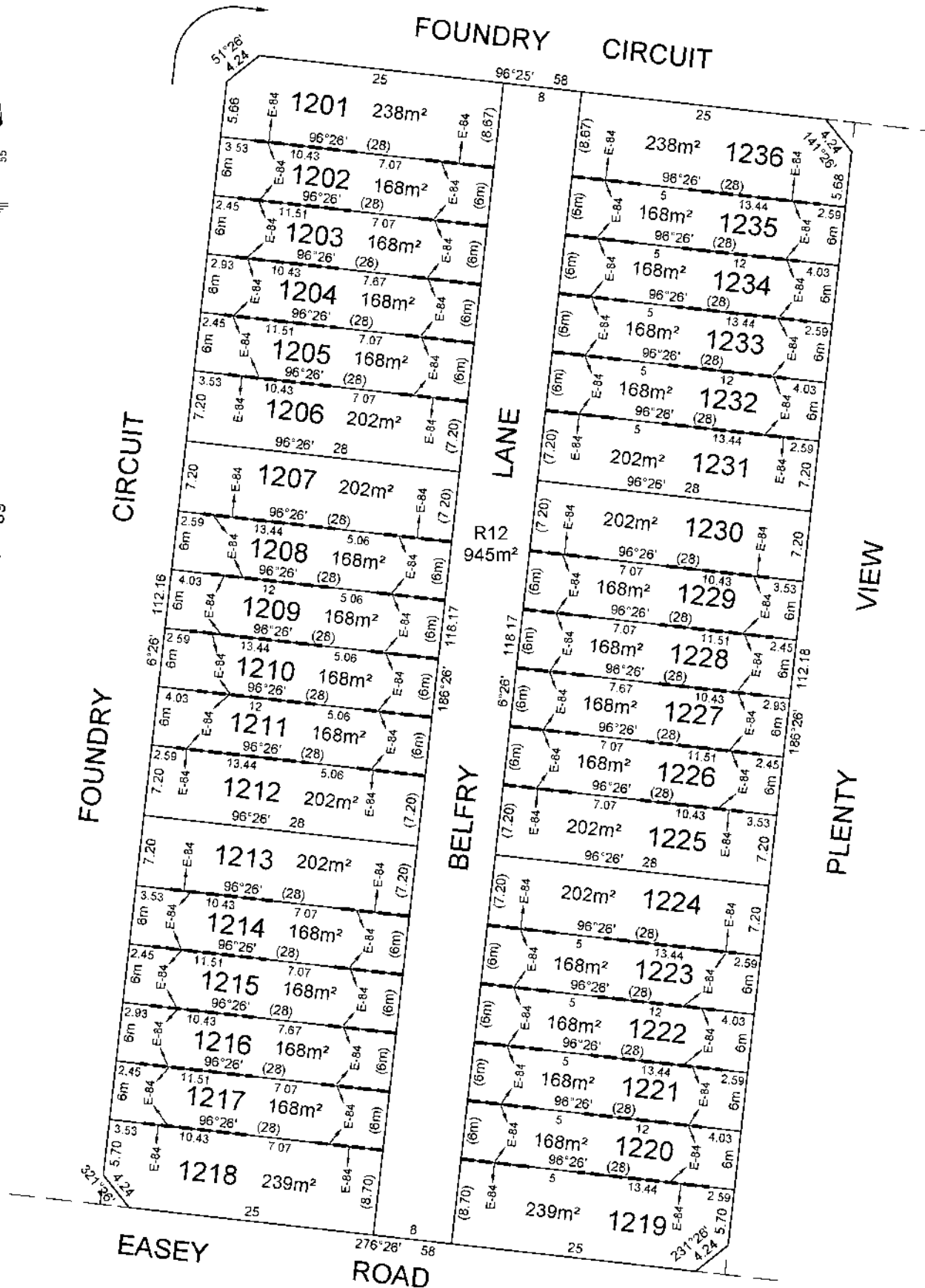
PS 617320S



<p>MANDALAY</p>  <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6888 PO Box 1098, South Melbourne 3205 Suite 5, 102 Dodd Street Southbank VIC 3006 Australia lyssnagroup.com</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0094AA DRAWN BY: BA</p>	<p>SCALE: 1:800</p>  <p>LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 75</p>
---	--	--

PLAN OF SUBDIVISION

PS 617320S



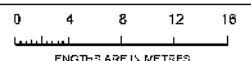
SEE SHEET 39

SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:400



Lyssna Group Pty Ltd
 ABN 18 616 611 181
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Docks Street
 Southbank VIC 3006 Australia

DATE: 17/06/19
 DRAWING: CM0012AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 76

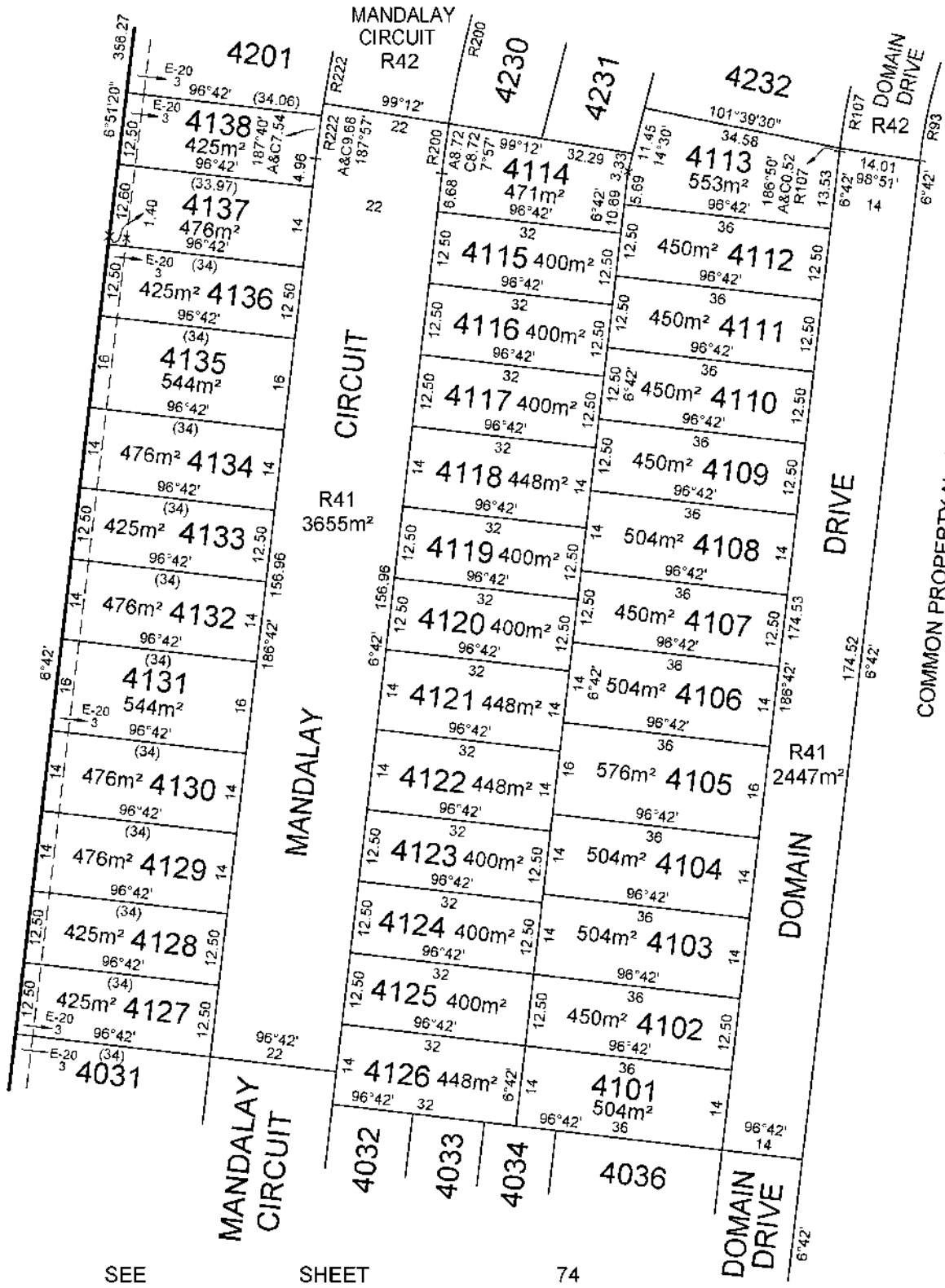
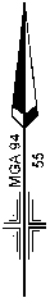
PLAN OF SUBDIVISION

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



Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1094, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 03/11/21
DRAWING: CM0042AA

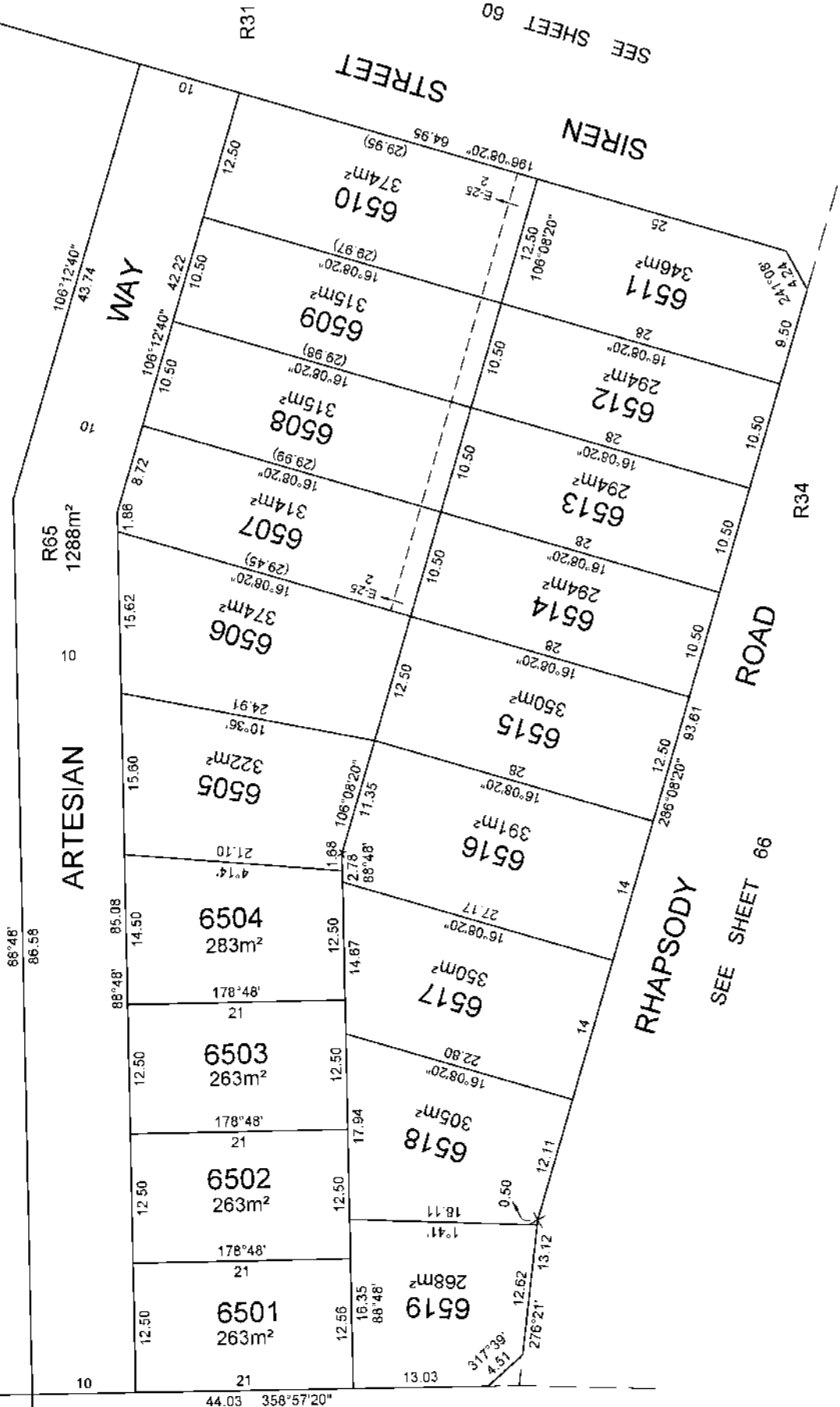
REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 77

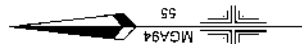
PS 617320S

PLAN OF SUBDIVISION

RESERVE No.58
SEE SHEET 71



SEE SHEET 66



BURNETT DRIVE
R37

DRIVE

BURNETT DRIVE

R34

Lyssna Group Pty Ltd
ABN 18 614 811 191
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

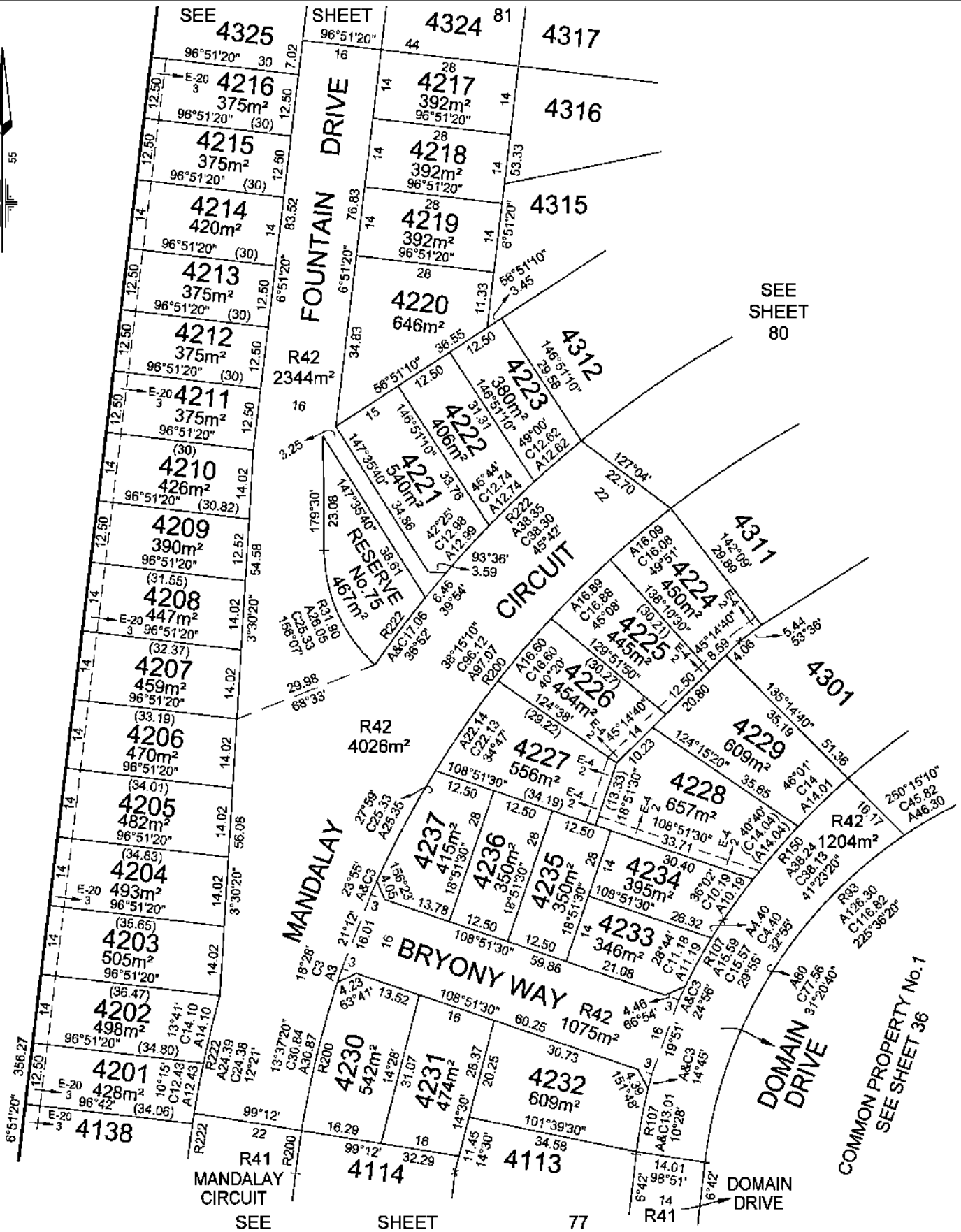
SCALE
1:400
LENGTHS ARE IN METRES
0 4 8 12 16

ORIGINAL SHEET
SIZE: A3

SHEET 78

PLAN OF SUBDIVISION

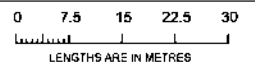
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
 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

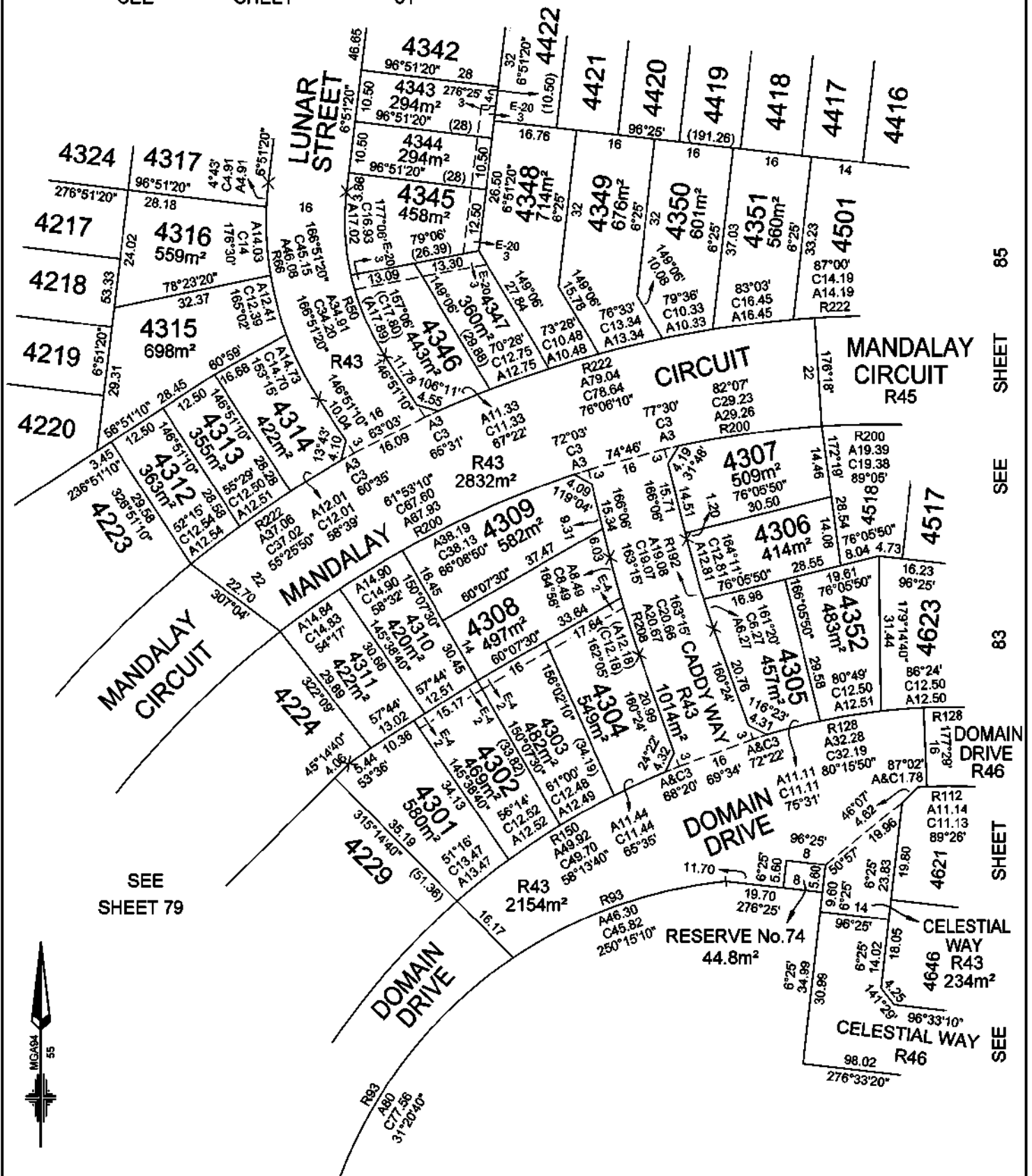
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S


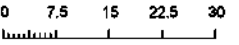
SEE SHEET 81

SEE SHEET 82



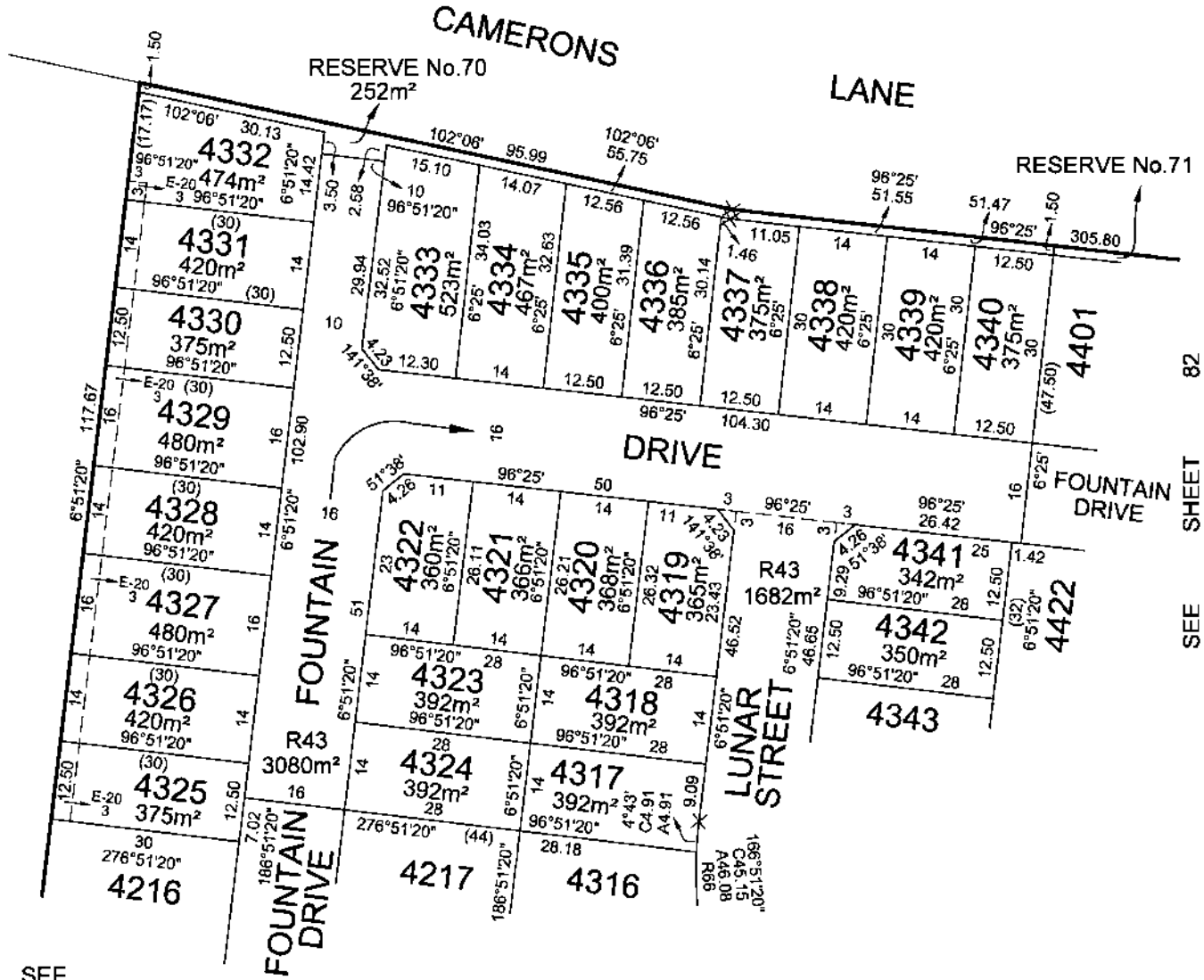
SEE SHEET 79



 <p>Lyssna Group Pty Ltd AN 18 616 611 181 Tel: +61 3 9616 6899 PO Box 1096, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	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

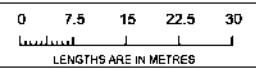
SEE SHEET 80

SEE SHEET 82

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
 ABN 18 616 811 181
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

DATE: 27/05/22
 DRAWING: CM044AA

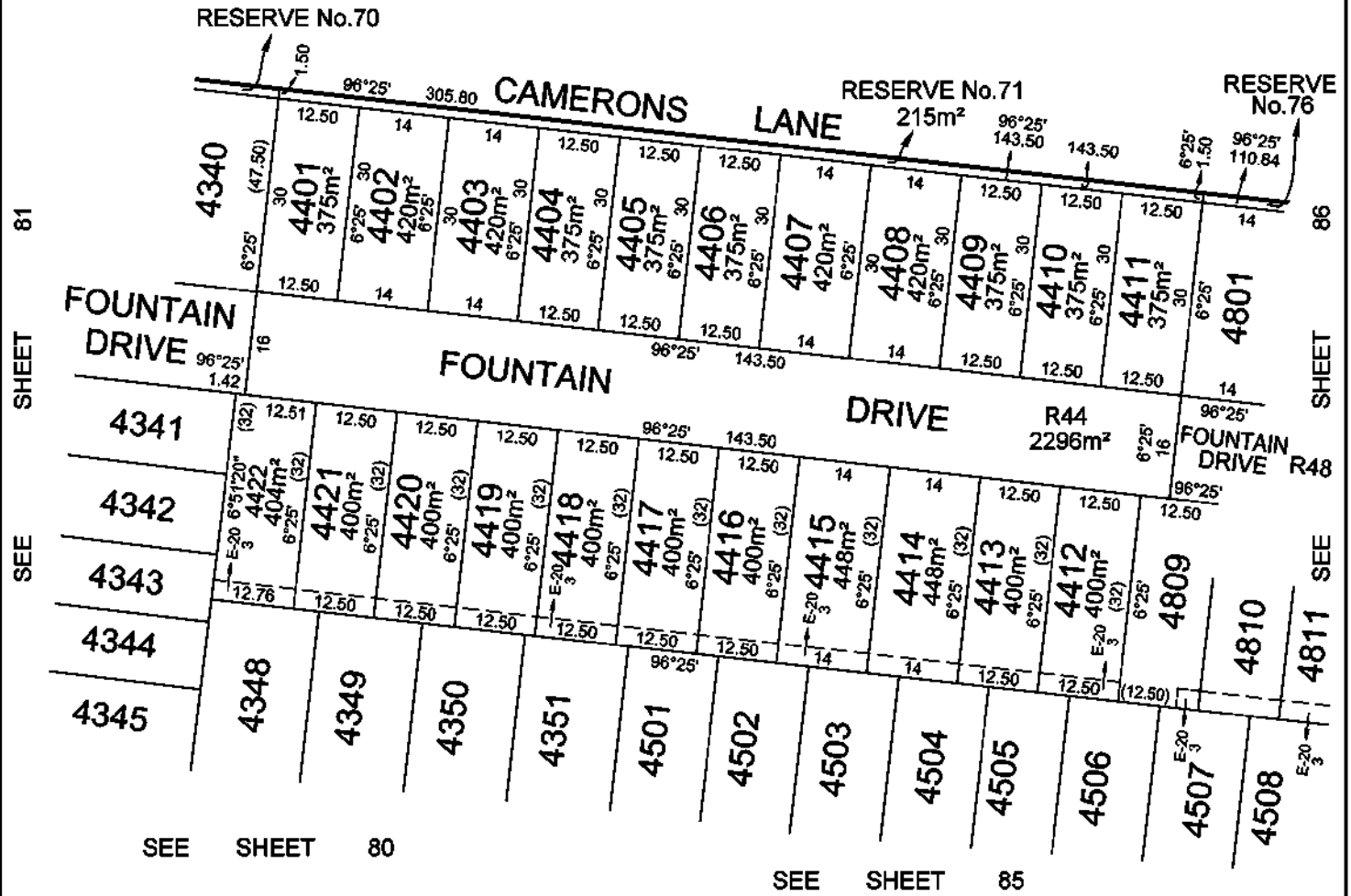
REFERENCE: AA0015
 DRAWN BY: BA


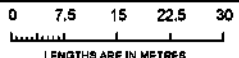
ORIGINAL SHEET SIZE: A3
 SHEET 81

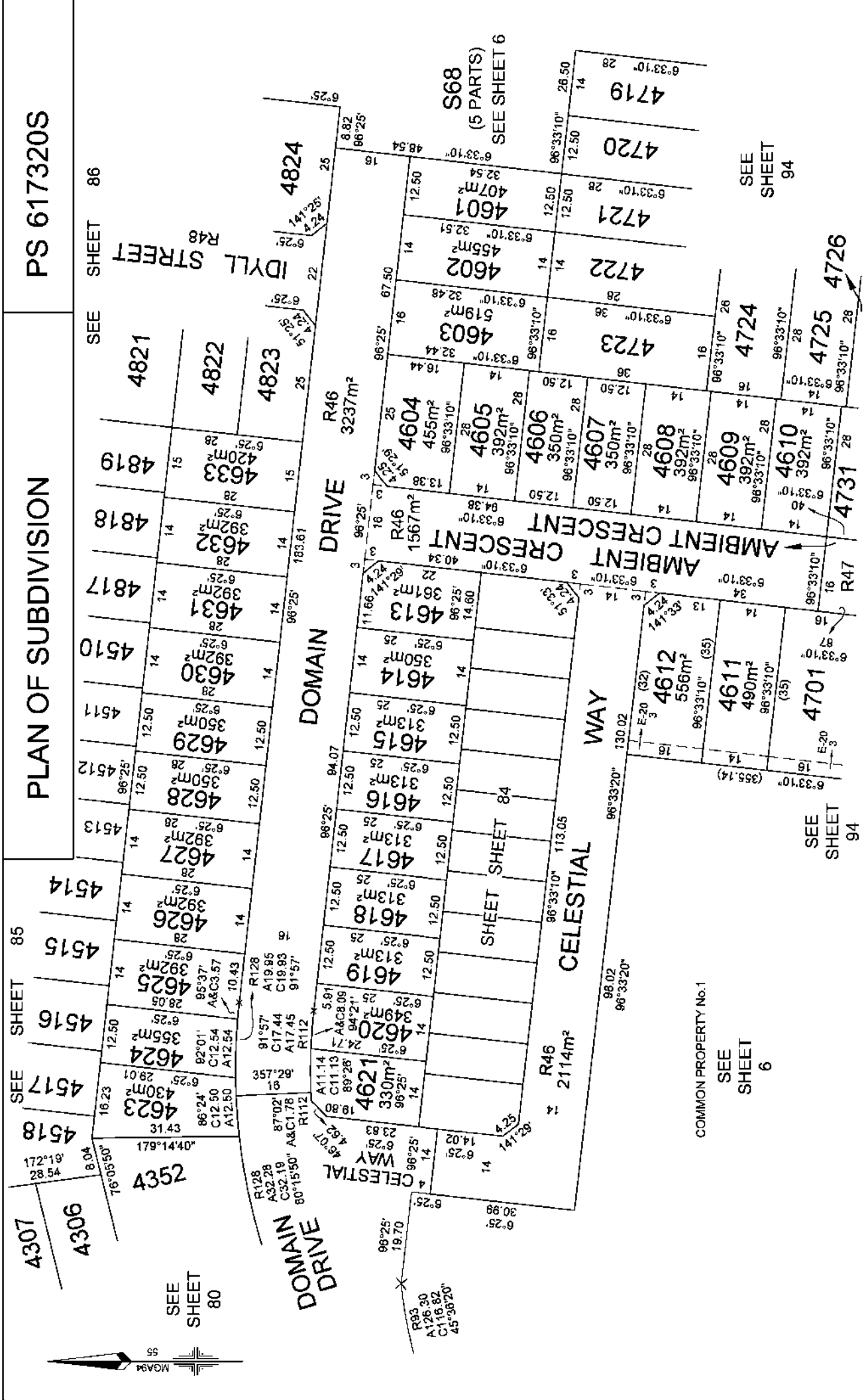
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



 <p>Lyssna Group Pty Ltd ABN 58 616 811 291 Tel +61 3 9515 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

SEE SHEET 86

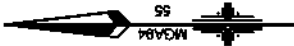
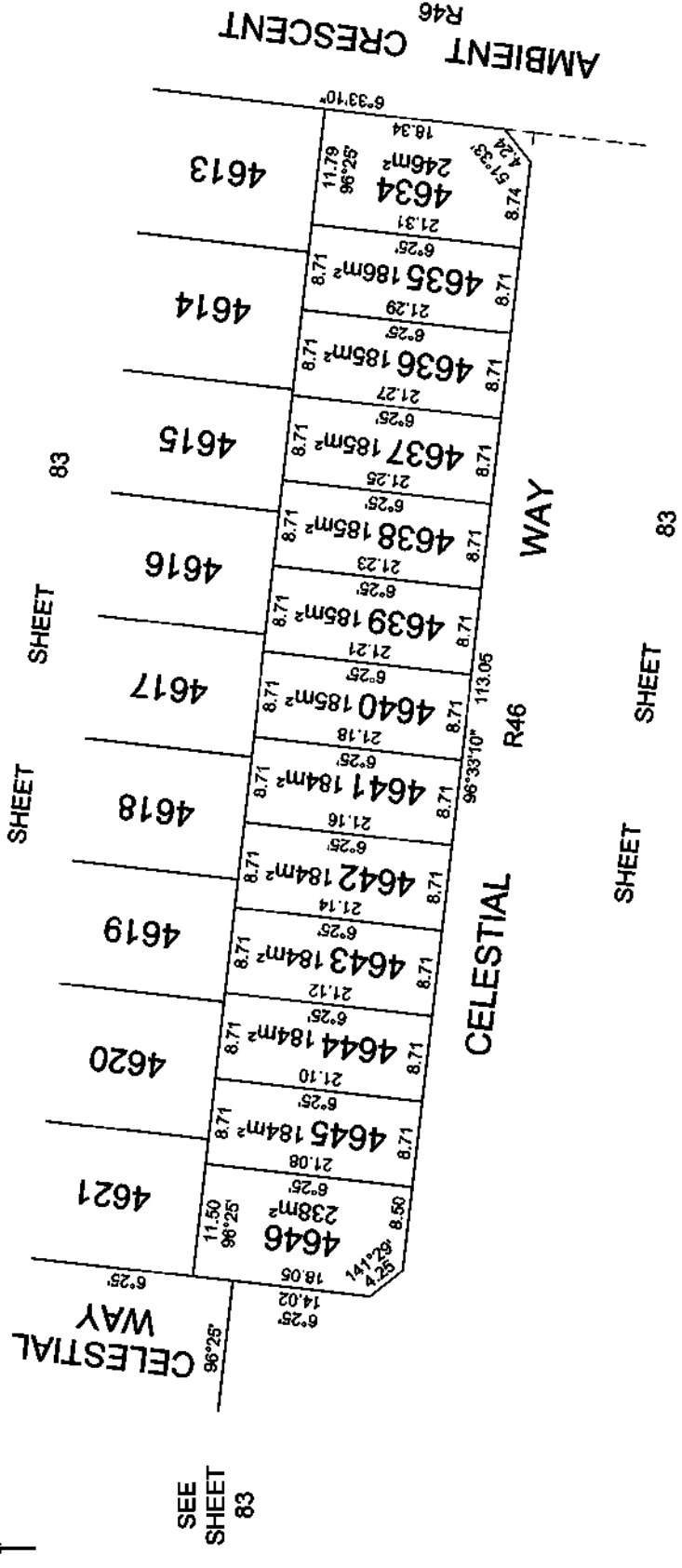
SEE SHEET 80

SEE SHEET 6


 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1094, South Melbourne 3205 Suite 3, 102 Doodia Street Southbank VIC 3008 Australia Lyssnagroup.com</p>	MANDALAY	SCALE	ORIGINAL SHEET	SHEET 83
	LICENSED SURVEYOR: ANDREW J. REAY	1:750	SIZE: A3	
	DATE: 02/11/23	LENGTHS ARE IN METRES		
	DRAWING: CM0056AA			
	REFERENCE: AA0015			
	DRAWN BY: BA			

PS 617320S

PLAN OF SUBDIVISION



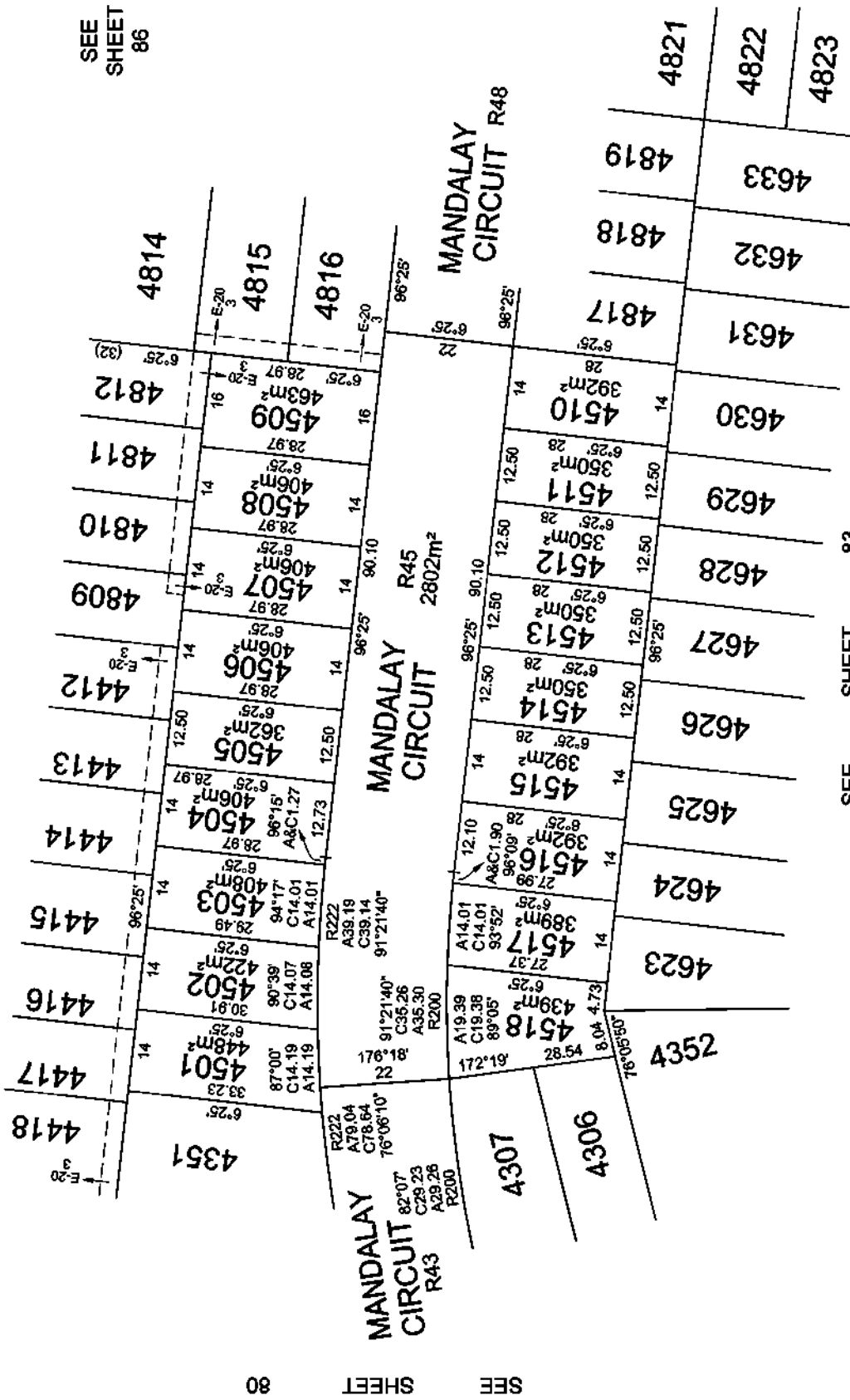
SEE SHEET 83

<p>MANDALAY 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 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 LyssnaGroup.com.au </p>				

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 82



SEE SHEET 82

SEE SHEET 83

SEE SHEET 86



MANDALAY
 LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 19/08/22
 DRAWING: CM0048AA

REFERENCE: A40015
 DRAWN BY: BA

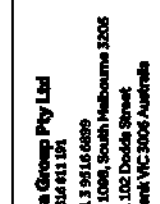
SCALE
 1:750

LENGTHS ARE IN METRES
 0 7.5 15 22.5 30

ORIGINAL SHEET
 SIZE: A3

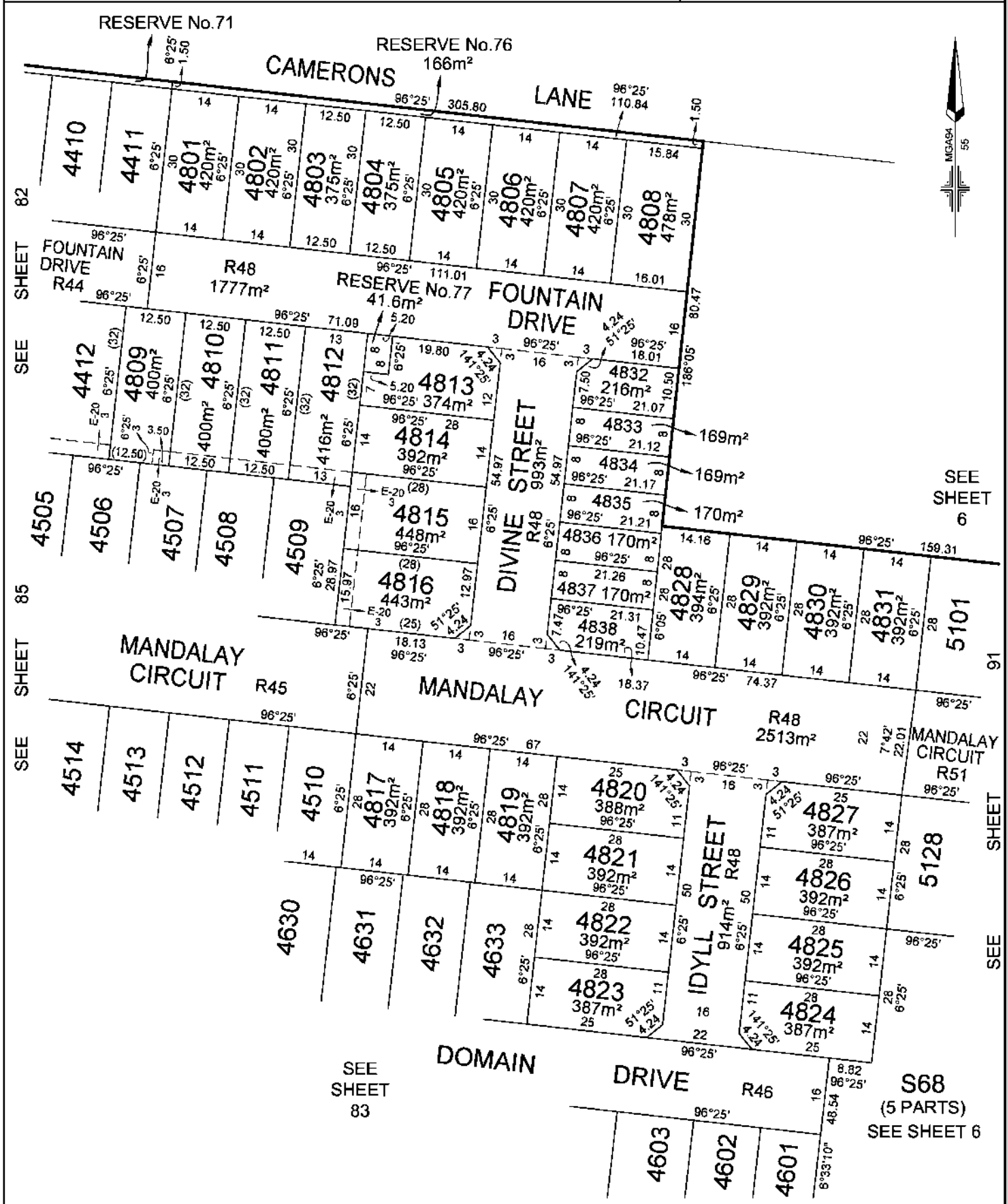
SHEET 85

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
 LyssnaGroup.com



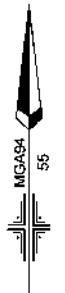
PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 82

SEE SHEET 85


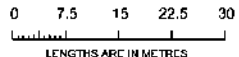


SEE SHEET 6

SEE SHEET 91

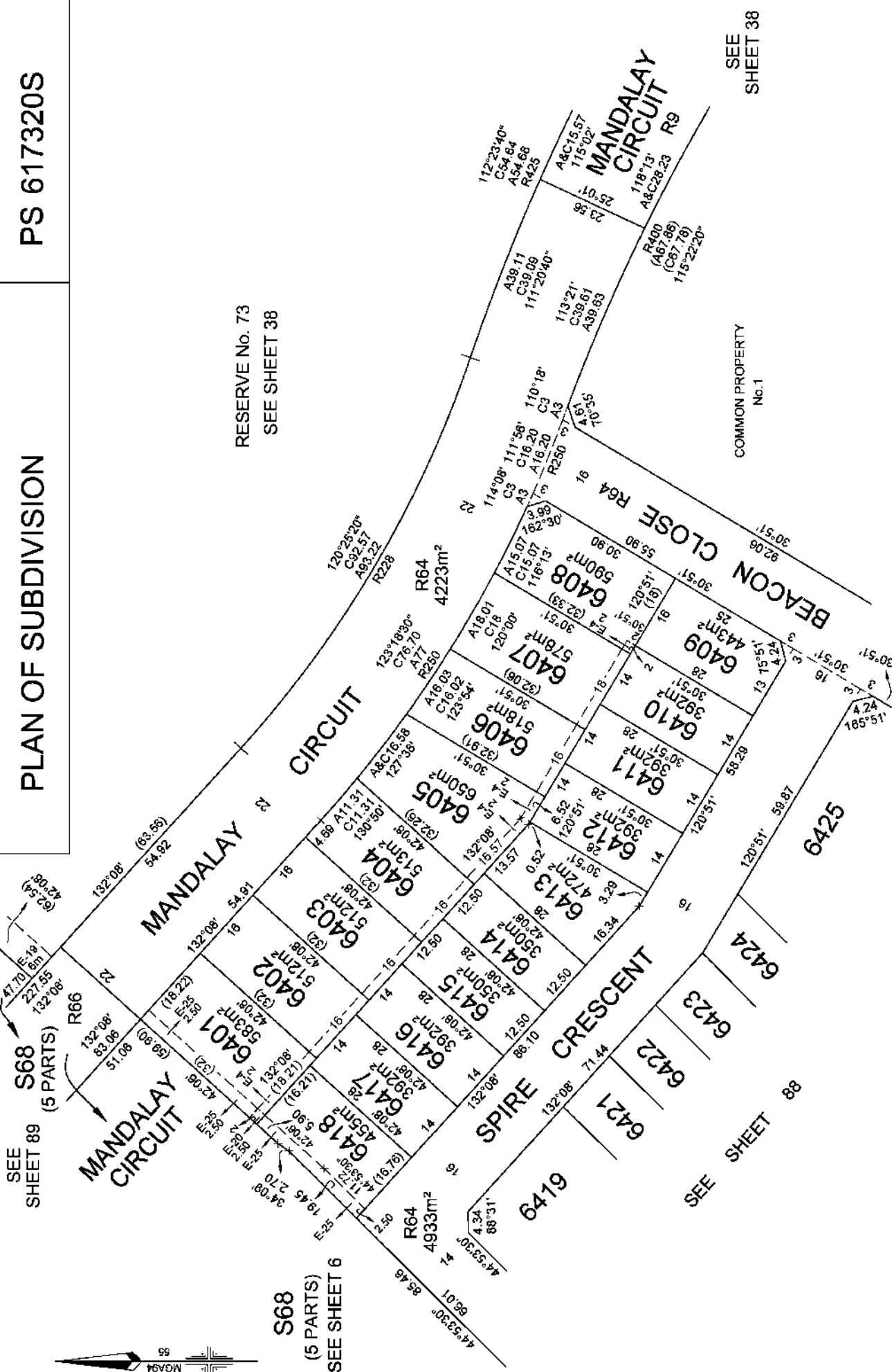
SEE SHEET 83

S68 (5 PARTS) SEE SHEET 6

 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 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: 02/11/23 DRAWING: CM0056AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 86	

PS 617320S

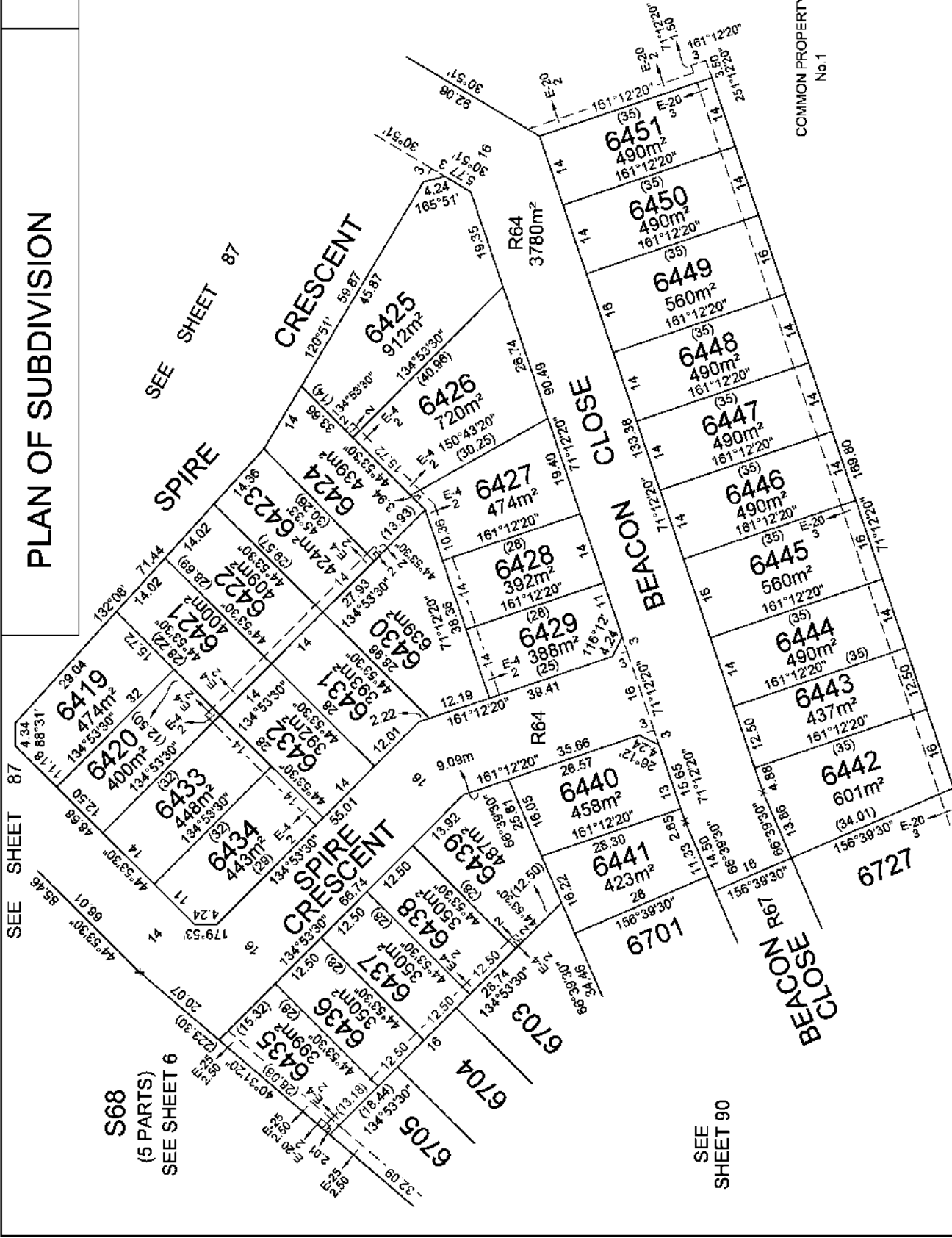
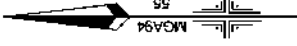
PLAN OF SUBDIVISION



<p>Lyssna Lyssna Group Pty Ltd ABN 18 618 811 131 Tel: +61 3 9516 6699 PO Box 1056, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia lyssnagroup.com</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 02/11/23 DRAWING: CM0056AA	SCALE 1:750 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 87
	REFERENCE: AA0015 DRAWN BY: BA			

PS 617320S

PLAN OF SUBDIVISION



COMMON PROPERTY
No.1


SEE SHEET 87

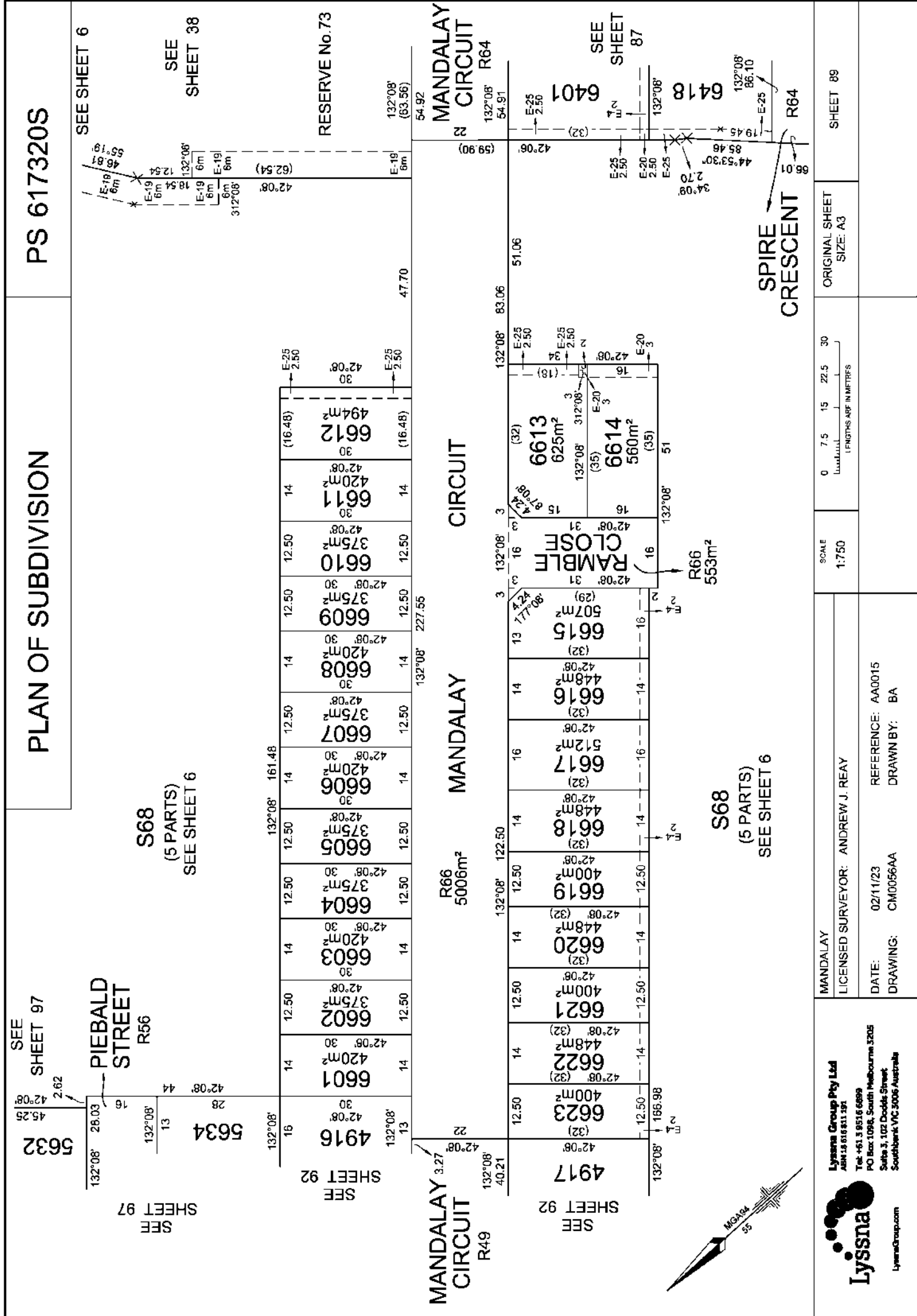
SEE SHEET 87

SEE SHEET 6

SEE SHEET 90

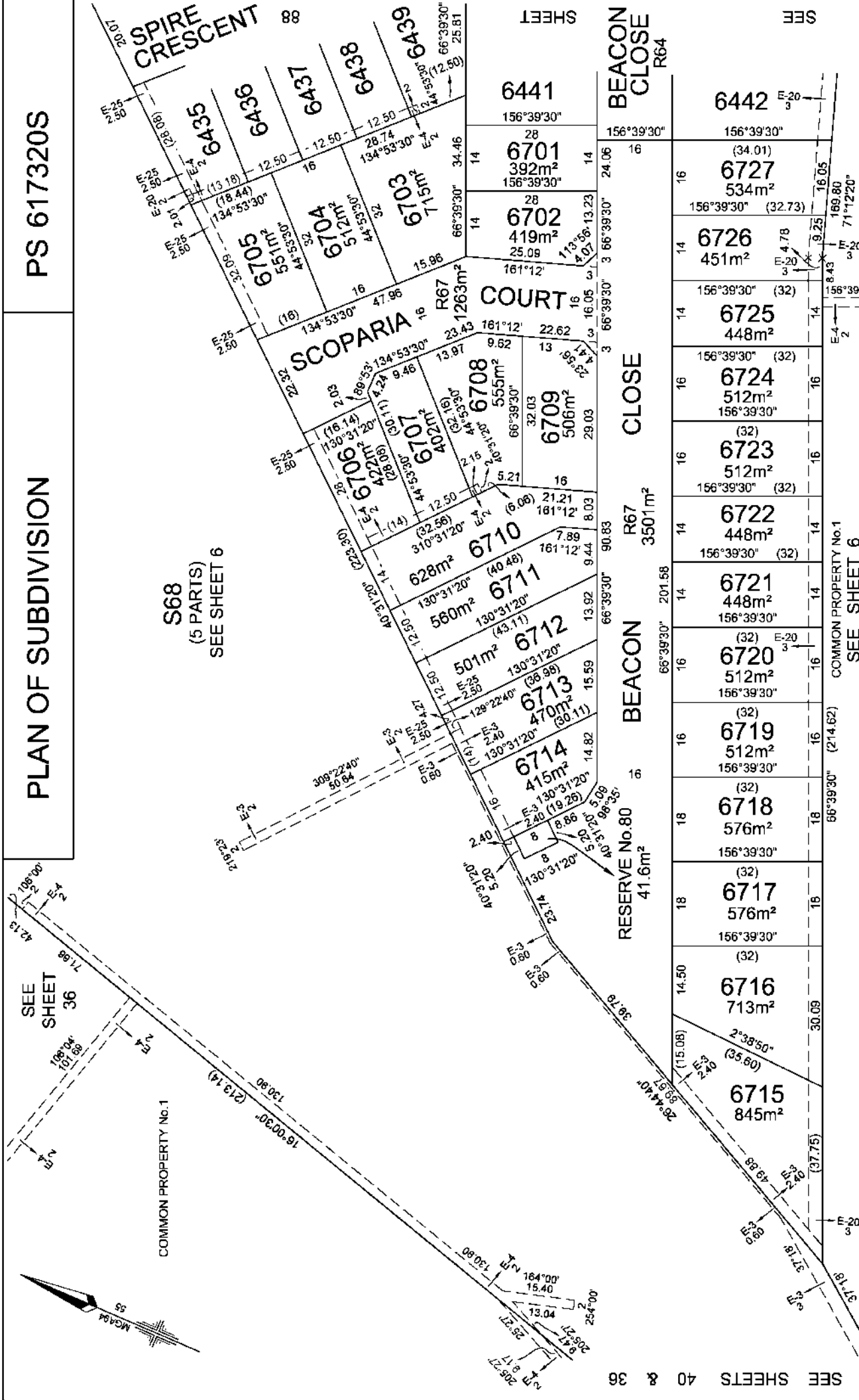
S68
(5 PARTS)

MANDALAY		SCALE 1:750		ORIGINAL SHEET SIZE: A3		SHEET 88	
LICENSED SURVEYOR: ANDREW J. REAY		0 7.5 15 22.5 30 LENGTHS ARE IN METRES					
DATE: 02/11/23		REFERENCE: AA0015					
DRAWING: CM0056AA		DRAWN BY: BA					
 Lyssna Group Pty Ltd ABN 16 616 811 131 Tel: +61 3 9516 6699 PO Box 1056, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia lyssnagroup.com							



PS 617320S

PLAN OF SUBDIVISION



S68
(5 PARTS)
SEE SHEET 6

COMMON PROPERTY No.1

SEE SHEETS 40 & 36

MANDALAY LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 90
DATE: 02/11/23		LENGTHS ARE IN METRES		
DRAWING: CM0056AA		0 7.5 15 22.5 30		
REFERENCE: AA0015				
DRAWN BY: BA				
<p>Lyssna Lyssna Group Pty Ltd Tel: +61 3 9516 6899 PO Box 1094, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3008 Australia Lyssnagroup.com</p>				

COMMON PROPERTY No.1
SEE SHEET 6

RESERVE No.80
41.6m²

RESERVE No.80
41.6m²

RESERVE No.80
41.6m²

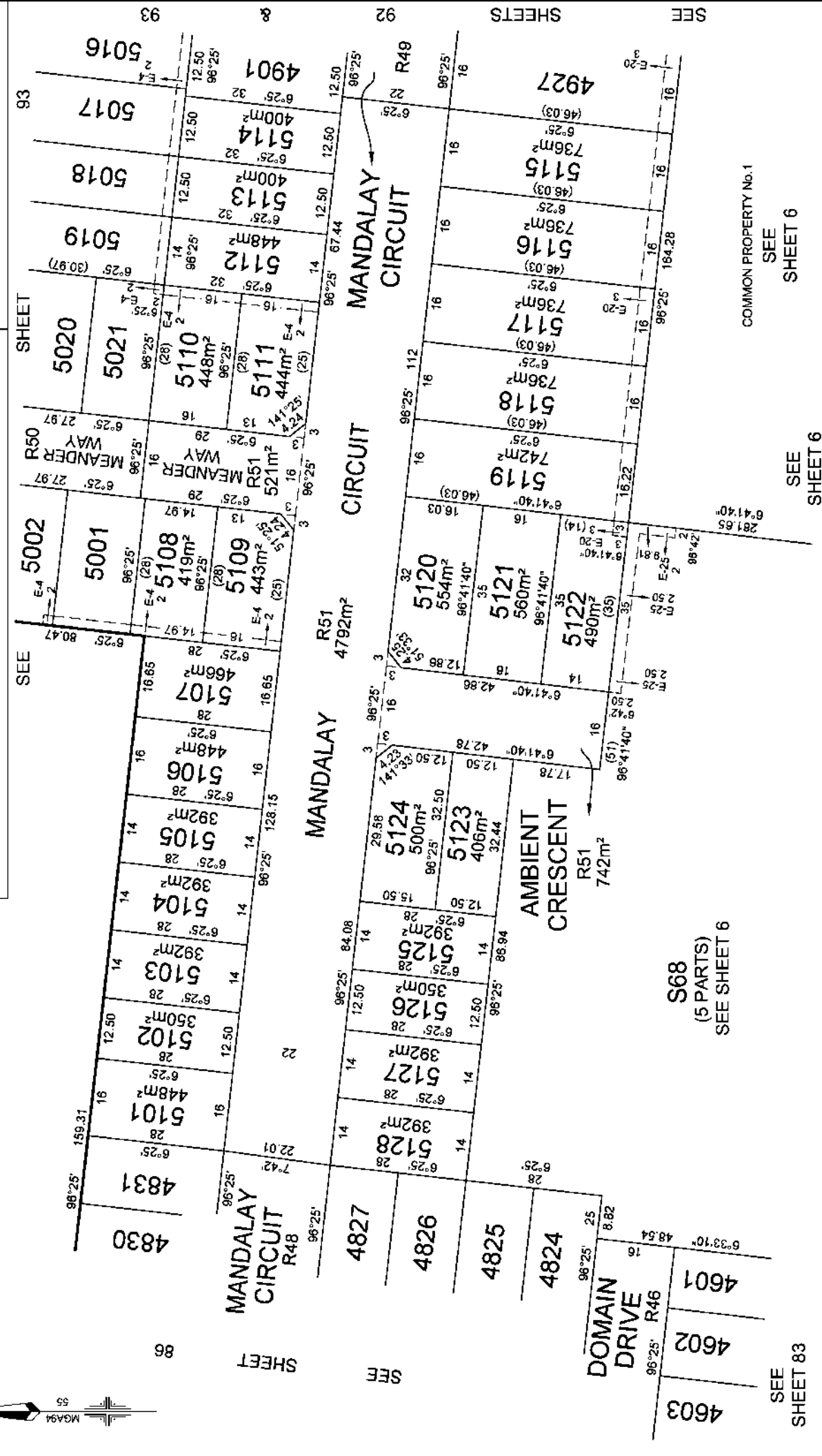
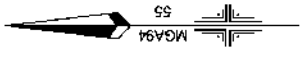
RESERVE No.80
41.6m²

RESERVE No.80
41.6m²

RESERVE No.80
41.6m²

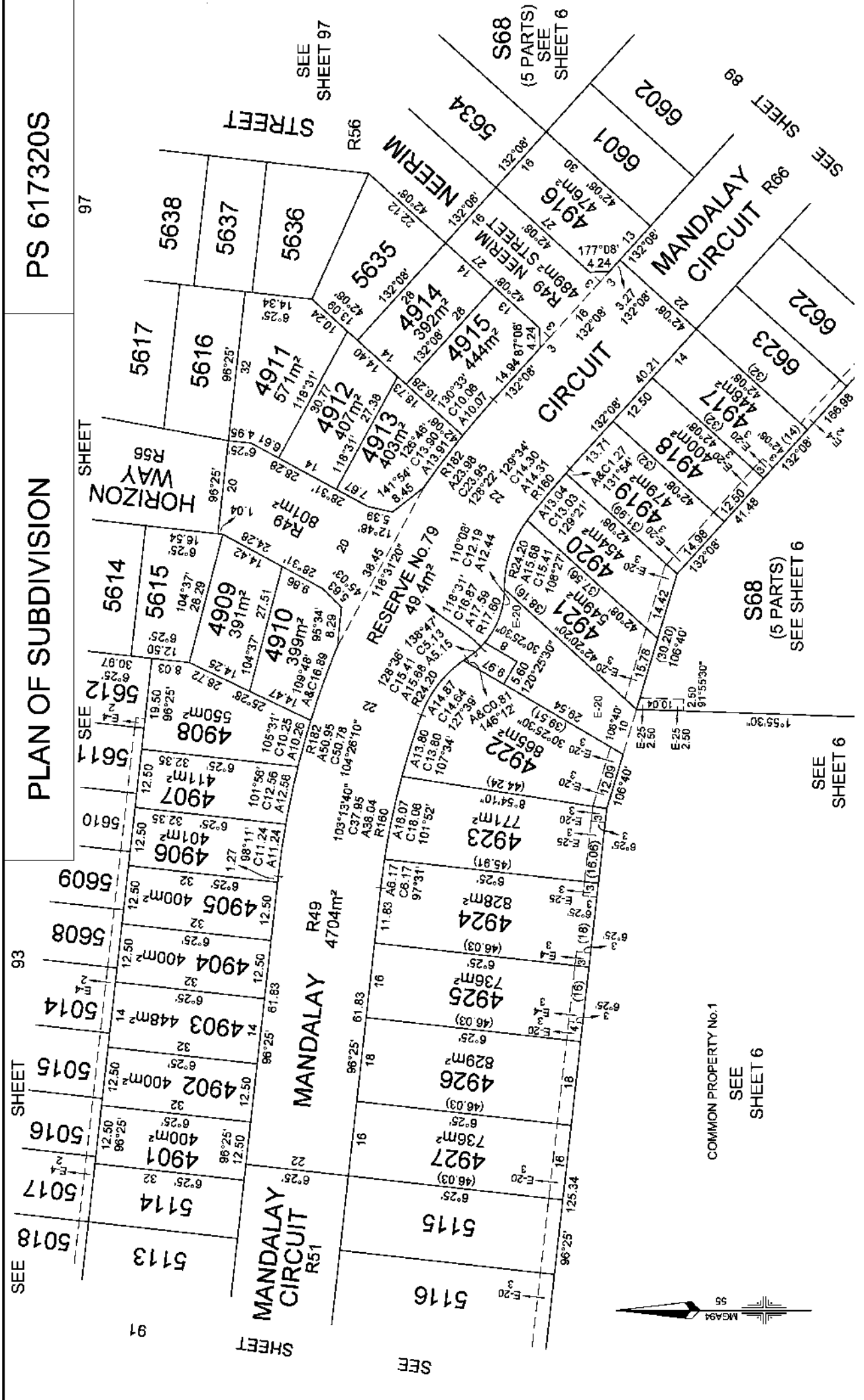
PLAN OF SUBDIVISION

PS 617320S



MANDALAY		SCALE	0 7.5 15 22.5 30	ORIGINAL SHEET	SHEET 91
LICENSED SURVEYOR: ANDREW J. REAY		1:750	(1 FOOT IS APPROX. 304.8 MM)	SIZE: A3	
DATE: 02/11/23	REFERENCE: AA0015				
DRAWING: CM0056AA	DRAWN BY: BA				

Lyssna Group Pty Ltd
 ABN 18 614 811 151
 Tel: +61 3 9516 6899
 PO Box 1096, South Melbourne 3205
 Suite 3, 102 Doddia Street
 Southbank VIC 3006 Australia
 lyssnagroup.com



PS 617320S

PLAN OF SUBDIVISION

SHEET 93

SEE SHEET

SHEET 97

91

 Lyssna Group Pty Ltd ABN 19 016 811 397 Tel: +61 3 9516 6699 PO Box 1094, 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	SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 92
	REFERENCE: AA0015 DRAWN BY: BA	LENGTHS ARE IN METRES 0 7.5 15 22.5 30		

PLAN OF SUBDIVISION

PS 617320S

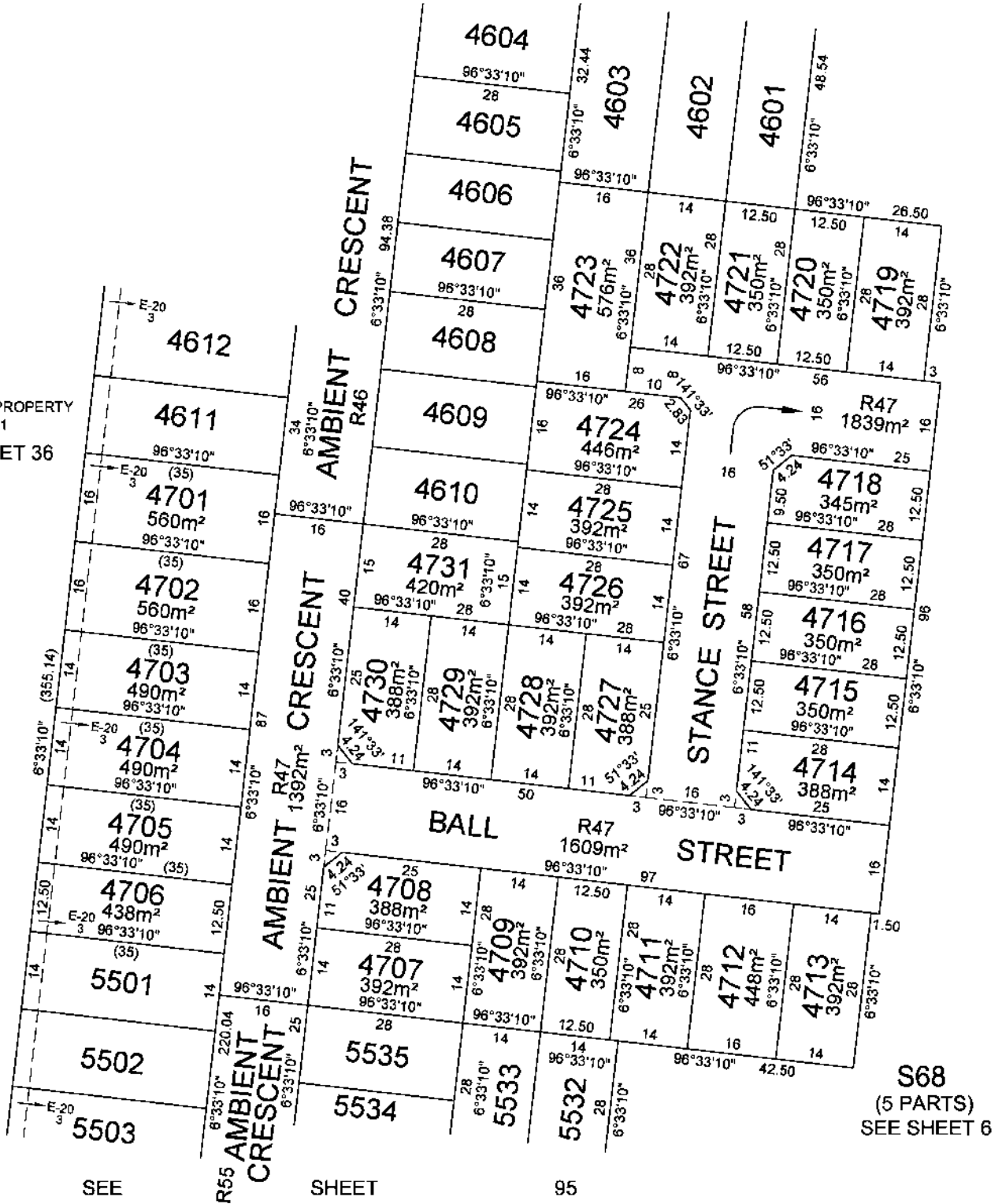


SEE

SHEET

83

COMMON PROPERTY
No.1
SEE SHEET 36

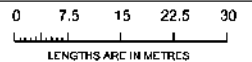


S68
(5 PARTS)
SEE SHEET 6

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
ABN 18 616 811 151
Tel: +61 3 9916 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

DATE: 02/11/23
DRAWING: CM0056AA

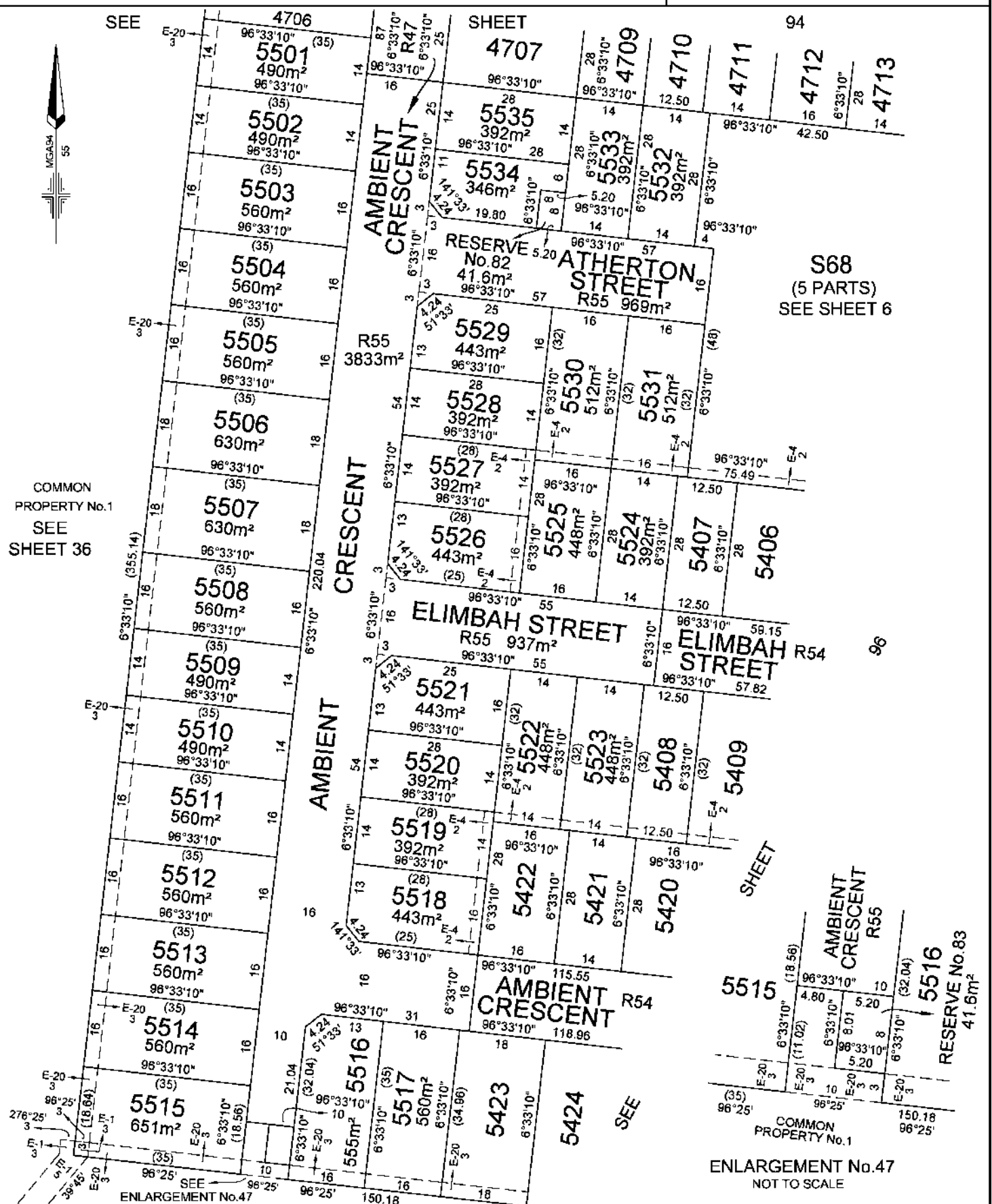
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 94

LyssnaGroup.com

PLAN OF SUBDIVISION


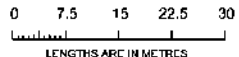
PS 617320S



COMMON
PROPERTY No.1
SEE
SHEET 36

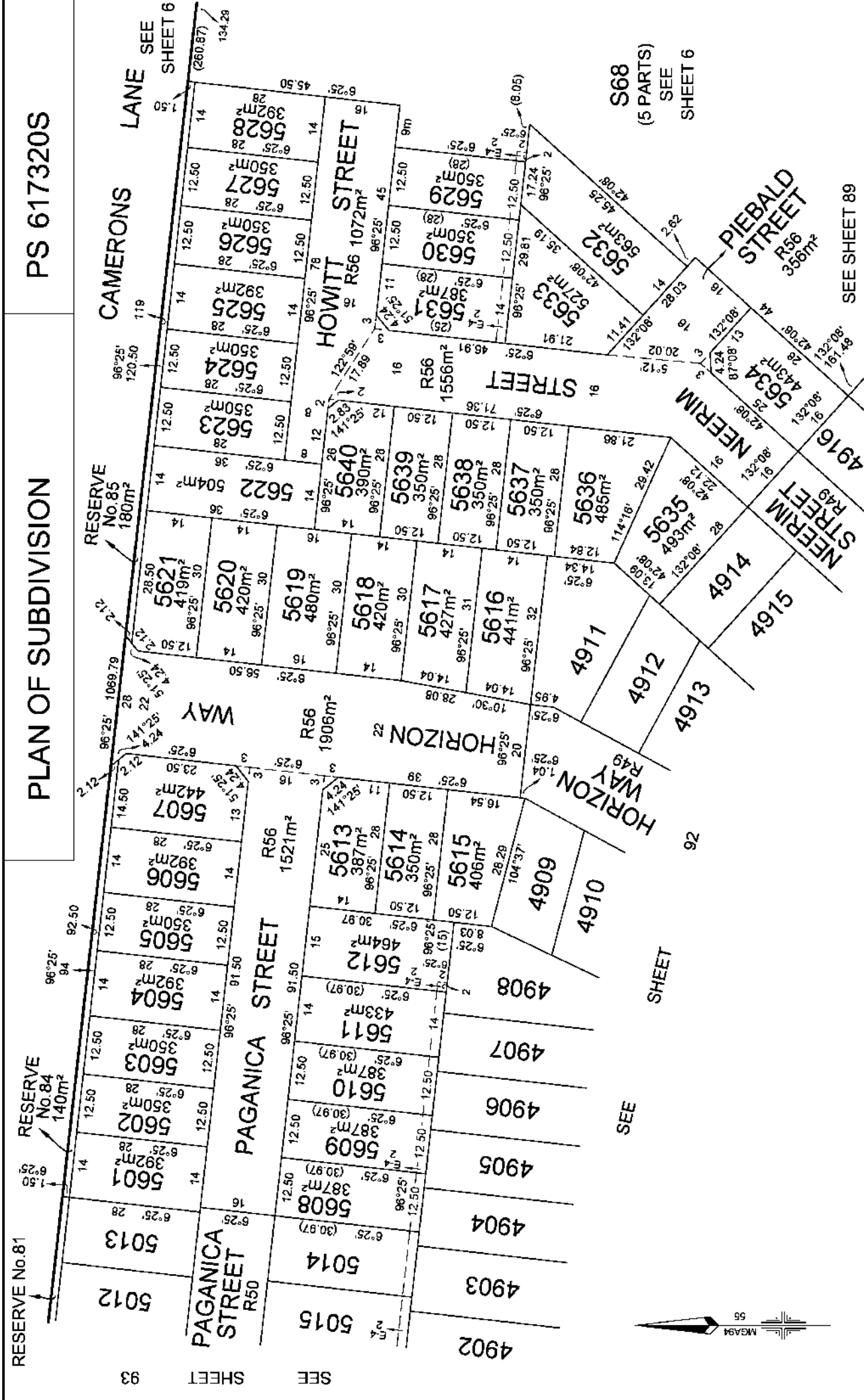
S68
(5 PARTS)
SEE SHEET 6

ENLARGEMENT No.47
NOT TO SCALE

 <p>Lyssna Group Pty Ltd ASN 18 616 811 351 Tel: +61 3 9916 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	<p>MANDALAY</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE 1:750</p>	 <p>LENGTHS ARE IN METRES</p>
	<p>DATE: 02/11/23 DRAWING: CMO056AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 95</p>	

PS 617320S

PLAN OF SUBDIVISION



 Lyssna Group Pty Ltd ABN 19 018 811 391 Tel: +61 3 9516 6699 PO Box 1096, 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	SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 97
	REFERENCE: AA0015 DRAWN BY: BA	SEE SHEET 89		

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.

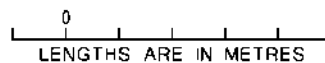
0802s.05.dwg PH/AA



SMC

Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL
SCALE

SHEET 98

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF 0802s

VERSION K

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

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

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

continued

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
 ABN 15 618 611 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dods Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

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


ORIGINAL SHEET SIZE: A3
 SHEET 99

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1" CONTINUED

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

MANDALAY		LICENSED SURVEYOR: ANDREW J. REAY	
 <p>Lyssna Group Pty Ltd ABN 16 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3206 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	DATE: 02/11/23	REFERENCE: AA0015	ORIGINAL SHEET SIZE: A3
	DRAWING: CM0056AA	DRAWN BY: BA	SHEET 100

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

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

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

DESCRIPTION OF RESTRICTION

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

MANDALAY



Lyssna Group Pty Ltd
 ABN 16 616 811 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3206
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
 SHEET 101

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "B"

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

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

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

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

MANDALAY



Lyssna Group Pty Ltd
 ABN 16 616 911 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
 SHEET 102

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY
ON THIS PLAN BEING VOL 11161 FOL 382**PLAN NUMBER****PS617320S**

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S95	LOTS 4201-4237, S52, RD R42 & 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



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AG754783H
Number of Pages (excluding this cover sheet)	36
Document Assembled	14/07/2024 13:20

Copyright and disclaimer notice:

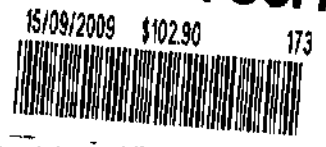
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

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



AG754783H 113 998



The informa under statutu purpose of maintaining publicly searchab 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

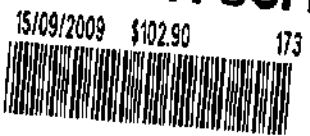
Signature of Authority:

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

Date:

14th September 2009

AG754783H



CLAYTON UTZ

Section 173 Agreement (Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 681

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

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

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

www.claytonutz.com

Our reference 14709/14193/80051208

Legal\110432099.2

AG754783H

15/09/2009 \$102.90 173



Contents

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

AG754783H

15/09/2009 \$102.90 173



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

Parties

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

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

Background

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

Operative provisions

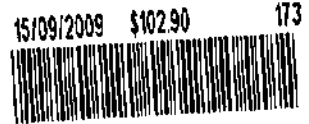
1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

AG754783H



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

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

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

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

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

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

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

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

"Design/Functional Brief" means:

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

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

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

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

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

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

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

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

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

AG754783H

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

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

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

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

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

1.2 Interpretation

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

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

AG754783H

15/09/2009 \$102.90 173



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

AG754783H

15/09/2009 \$102.90 173



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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

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

AG754783H

15/09/2009 \$102.90 173



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

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

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

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

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

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

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

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

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

for sufficient time to accommodate demand;

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

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

AG754783H

15/09/2009 \$102.90 173



4.2 Other Services and Facilities

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

4.3 Drainage Infrastructure

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

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

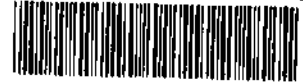
- (a) The Owner must create an Owners Corporation on the first plan of subdivision lodged in respect of the Land.
- (b) Council must maintain all Public Land in accordance with the Standard Service Levels, other than during the period two years from the date of registration of the Stage 1 Plan, for which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

4.5 Shared Path

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

AG754783H

15/09/2009 \$102.90 173



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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

AG754783H

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

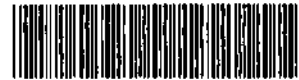
Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

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

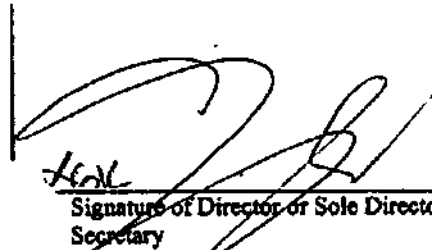
Executed by Beveridge Land Pty Ltd in accordance with section 127 of the Corporations Act by or in the presence of:



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



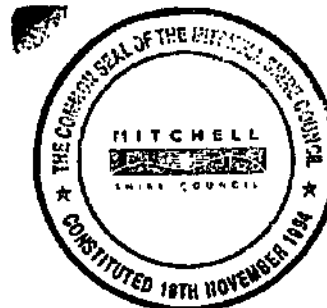
Councillor



Councillor

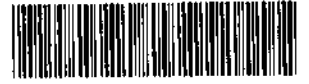


ACTING Chief Executive



AG754783H

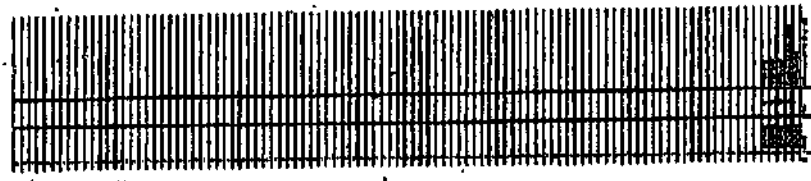
15/09/2009 \$102.90 173



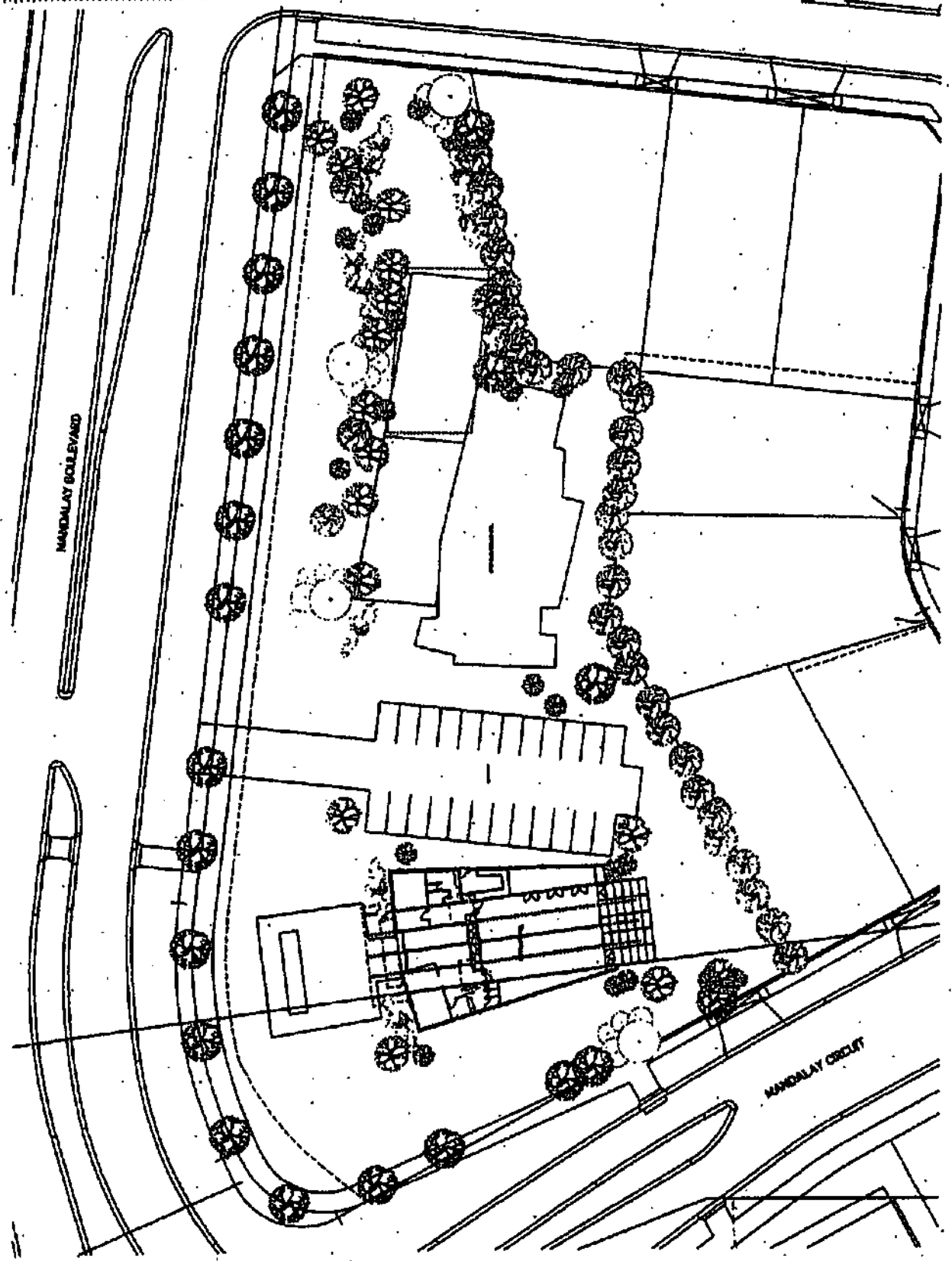
Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

AG754783H

15/09/2009 \$102.90 173

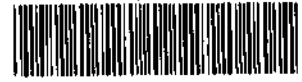


MB
C
a1.01



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>Retail Floorspace</p> <p>An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m² of retail floor space.</p>	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
<p>Playground Facilities (5)</p> <p>One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers.</p> <p>One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.</p>	<ol style="list-style-type: none"> 1. 300 lots sold. 2. 1000 lots sold. 3. 1200 lots sold. 4. 1700 lots sold. 5. 2000 lots sold. 	In areas set aside on concept plan for Public Open Space.
<p>Roads</p> <p>A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1.</p> <ul style="list-style-type: none"> • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections. 	Occupation of 100 dwellings.	Per Facility/Service description

AG754783H

15/09/2009 \$102.90 173



FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<ul style="list-style-type: none"> Provision of streetlighting at the intersections of Camerons Road/north bound entry and exit ramps and Camerons Road/Old Hume Highway/southbound entry ramp as well as under the Hume Highway overpass. 		
<p>Stage 2</p> <ul style="list-style-type: none"> Channelisation to create a separate left turn slip-lane from the northbound exit ramp into Camerons Road and a narrow median island in Camerons Road adjacent to this slip-lane to prevent "wrong way" movements along the northbound exit ramp. 	<p>When traffic volumes on northbound exit ramp exceed 2,000vpd.</p>	<p>Per Facility/Service description</p>
<p>Stage 3</p> <ul style="list-style-type: none"> Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection. 	<p>When traffic volumes on Camerons Road under the overpass reach 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).</p>	<p>Per Facility/Service description.</p>
<p>Stage 4</p> <ul style="list-style-type: none"> Extend the merge taper of the southbound entry ramp to a length of 320 metres from the island nose, including the provision of a 3 metre wide sealed shoulder. 	<p>When traffic volumes on the southbound entry ramp exceed 600 vph.</p>	<p>Per Facility/Service description.</p>
<p>B. Upgrading Lithgow Street between Freeway and Site.</p>	<p>As required by Responsible Authority.</p>	<p>Per Facility/Service description.</p>
<p>Public Transport</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><u>Health Care Facilities</u></p> <p>Accommodation for visiting doctor and other health care professionals.</p>	<p>In conjunction with development of commercial precinct - when 600 lots sold.</p>	<p>In or adjacent to commercial precinct.</p>
<p><u>Aged Care Facilities</u></p>	<p>As market forces dictate</p>	<p>As indicated on concept plan.</p>
<p><u>Primary School</u></p>	<p>Site to be available for purchase by the Department of Schools Education after 600 lots are sold.</p>	<p>Adjoining Camerons Road within the general area marked on the concept plan.</p>
<p>Infrastructure Services</p> <p>Water Supply</p> <p>Sewerage System, including reticulation and treatment plant</p>	<p>Lots are to be connected to water supply and sewerage system prior to occupation. EPA Works Approval for the sewerage treatment system is required prior to the development of the land, except for the golf course. If necessary the concept plan will be altered to accommodate any requirements of the Works Approval.</p>	
<p>Landscape buffer</p>	<p>The planting of trees shall be part of the first stage of development of the land.</p>	<p>Within the tree reserves shown around the boundaries of the land.</p>

AG754783H

15/09/2009 \$102.90 173



Annexure 2 - Standard Service Levels

AG754783H

15/09/2009 \$102.90 173



O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

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

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

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



O.07 Grass Areas

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

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

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

April to October: 15 - 20mm

November to March: 12 - 15mm

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

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

O.08 Watering

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

O.09 Weeding and Rubbish Removal

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

O.10 Weed Control

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

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

AG754783H



O.11 Soil Subsidence

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

O.12 Tree Ties & Guards

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

O.13 Pruning

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

O.14 Mowing

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

O.15 Trimming and Edging

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

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

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

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

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

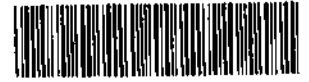
Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

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

AG754783H

15/09/2009 \$102.90 173



O.17 Irrigation

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

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

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

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

O.18 Plant Replacement

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

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

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

O.19 Cleaning of parkland area and facilities

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

O.20 Paved surfaces

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

O.21 Edging

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

AG754783H

15/09/2009 \$102.90 173



O.22 BBQ

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

O.23 Oiling of Timber Seats, Decking and Handrails

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

O.24 Structures

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

O.25 Playground Equipment

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

O.26 Water Courses and Water Bodies

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

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

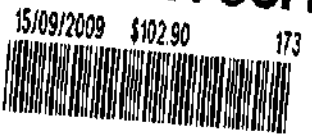
O.27 Insurance

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

O.28 Urgent Works

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

AG754783H



O.29 Completion

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

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

AG754783H

15/09/2009 \$102.90 173



Annexure 3 - Design/Functional Brief

AG754783H

15/09/2009 \$102.90 173



Pre-School Centre

Area requirement
2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

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

Kinder Office – x 2 rooms

Area requirement
2 rooms @ 15 m² 30 m²
nominally included in above

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

AG754783H

15/09/2009 \$102.90 173



Kinder Store – x 2

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

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

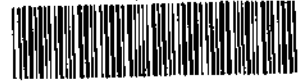
Kinder Food Prep Area

Area included in Pre-School figure
 nominally 10 m²

- Uses: - Area for the preparation and layout of food for kids at lunch, morning and afternoon tea periods.
 - Alcove off main kinder teaching 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 m²

To be to the satisfaction of DHS

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

**Other
requirements:**

AG754783H

15/09/2009 \$102.90 173



Maternal & Child Health

Area requirement 120 m²

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

Indicative spatial break up:

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

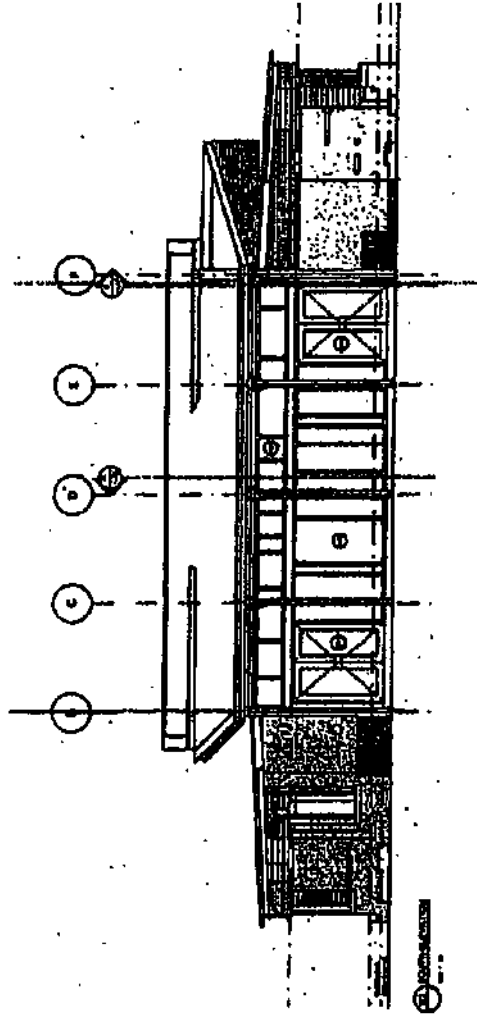
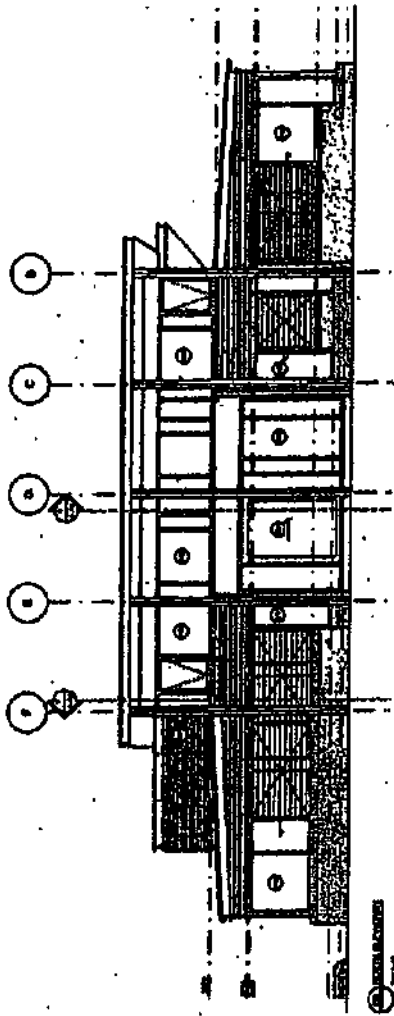
AG754783H

15/09/2009 \$102.90 173



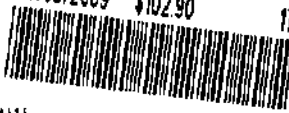
MB
COMBIBILITY 144
173

a3.01



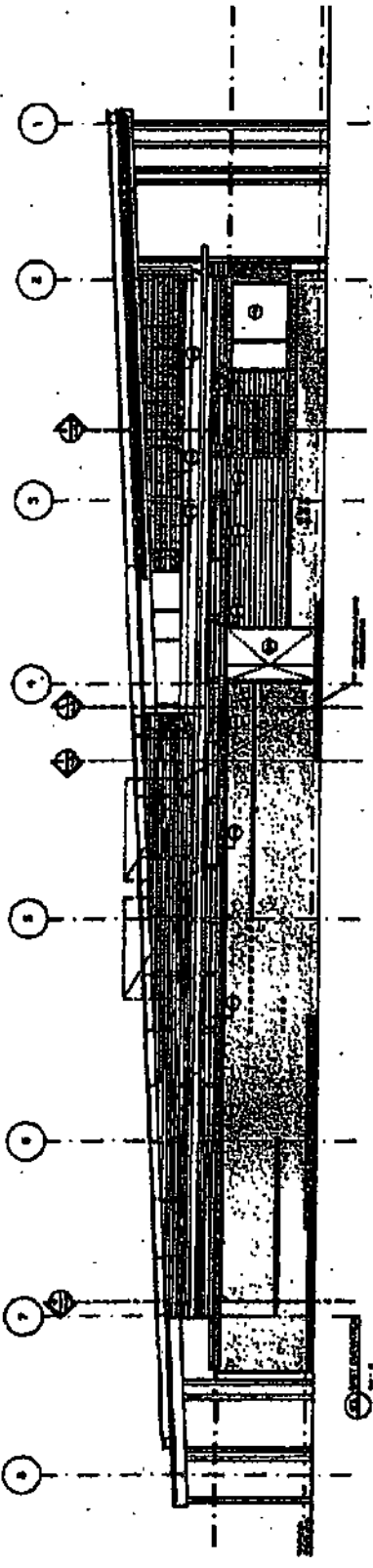
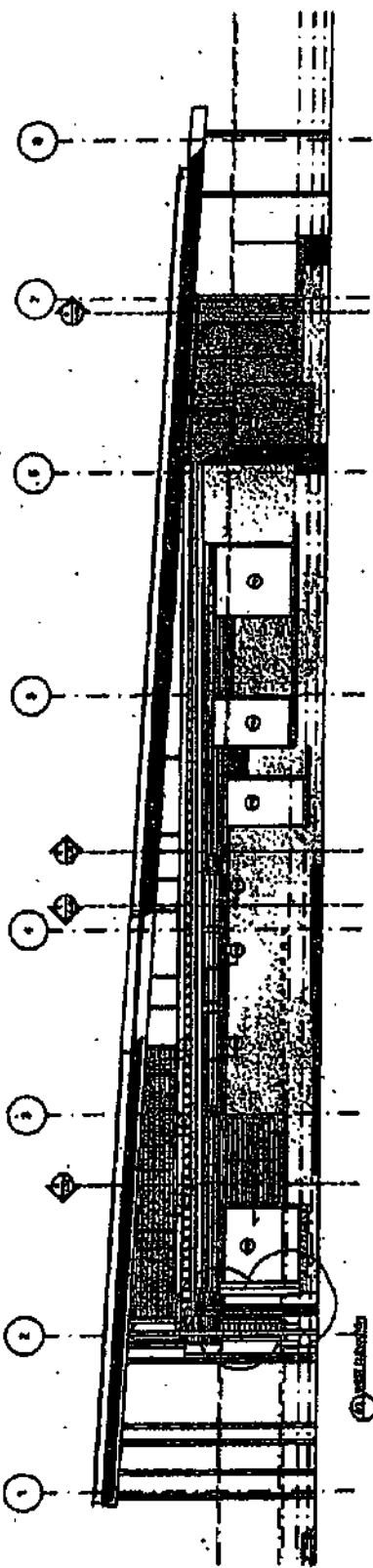
AG754783H

15/09/2009 \$102.90 173



WB
COMMUNITY
COUNCIL

a3.02





Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AT390565G
Number of Pages (excluding this cover sheet)	5
Document Assembled	14/07/2024 13:20

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Application to record an instrument

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

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

AT390565G

Lodged by

Name: *WARRICK McGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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

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 *W. McGrath*

Execution Date *1/July/2020*

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Handwritten signature of Angus Williamson]

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8624/292	10344/122	11060/113	11222/382	11336/041	11604/845	11819/026
8634/457	10346/494	11062/866	11228/587	11349/376	11604/891	11819/135
8650/363	10353/793	11062/878	11228/605	11349/378	11606/163	11819/160
8679/386	10358/038	11062/880	11228/609	11349/387	11607/679	11819/175
8685/160	10359/344	11072/352	11228/617	11349/397	11608/498	11819/181
8697/540	10363/837	11072/361	11228/622	11349/413	11608/499	11819/191
8705/255	10363/841	11072/365	11228/934	11354/718	11608/509	11819/207
8705/256	10368/101	11072/367	11228/944	11359/314	11608/540	11820/015
8715/571	10376/516	11072/368	11228/950	11359/315	11608/604	11820/020
8723/141	10387/972	11075/451	11228/963	11359/319	11608/606	11820/023
8739/594	10396/229	11075/457	11228/972	11359/324	11608/607	11820/031
8742/598	10451/801	11075/949	11232/101	11360/780	11608/610	11820/051
8757/995	10504/142	11075/961	11232/786	11360/783	11620/148	11820/138
8772/818	10548/571	11075/965	11232/854	11369/355	11620/152	11820/171
8777/777	10562/159	11075/968	11237/879	11369/362	11620/156	11820/178
8785/016	10588/637	11075/980	11237/880	11369/828	11620/161	11820/179
8790/778	10620/794	11076/427	11238/545	11370/592	11628/070	11820/186
8800/305	10646/615	11076/430	11238/548	11376/323	11628/071	11824/227
8806/645	10651/999	11080/737	11238/549	11376/528	11628/072	11824/240
8816/670	10652/001	11080/747	11239/326	11384/165	11628/076	11824/241
8842/128	10656/865	11084/032	11239/329	11391/248	11628/103	11824/246
8847/812	10662/498	11084/038	11239/337	11393/218	11628/121	11824/263
8861/692	10662/609	11085/140	11239/350	11394/372	11628/779	11826/142
8861/858	10680/402	11085/145	11239/351	11405/873	11629/099	11826/170
8889/737	10688/269	11085/150	11240/412	11410/226	11629/103	11826/171
8898/567	10706/745	11085/153	11240/422	11414/302	11629/109	11826/174
8900/265	10706/750	11085/156	11240/429	11425/909	11632/113	11826/202
8900/280	10773/949	11085/160	11240/435	11425/911	11632/115	11826/211
8900/303	10776/057	11087/928	11240/973	11425/912	11632/118	11826/224
8900/316	10783/425	11090/139	11240/974	11425/917	11632/140	11826/228
8939/365	10786/540	11100/890	11240/977	11425/923	11632/158	11826/232
8959/895	10786/675	11100/893	11240/983	11425/925	11632/168	11827/935
8979/932	10797/262	11101/430	11242/642	11437/730	11632/349	11827/945
9001/449	10811/663	11101/435	11242/654	11446/634	11632/350	11827/955
9001/459	10811/664	11101/451	11242/670	11446/641	11632/372	11827/966
9005/336	10811/669	11101/456	11243/798	11447/305	11636/469	11827/970
9013/385	10811/683	11111/944	11243/821	11475/019	11636/470	11827/984
9028/859	10811/691	11114/387	11243/825	11475/020	11637/672	11827/986
9050/022	10811/725	11114/390	11249/618	11485/799	11637/675	11827/990
9052/576	10811/746	11119/310	11249/624	11488/467	11637/681	11827/996
9070/223	10811/752	11119/316	11249/629	11488/470	11637/710	11829/680
9070/225	10811/756	11119/317	11249/632	11488/474	11637/720	11829/690
9070/705	10846/900	11119/325	11249/651	11488/481	11641/250	11829/697
9070/707	10847/300	11119/334	11249/665	11488/486	11641/252	11837/405
9070/714	10847/636	11121/428	11250/669	11488/488	11641/256	11837/415

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9077/027	10847/638	11121/433	11250/670	11488/667	11641/259	11837/424
9099/906	10847/639	11121/434	11250/673	11488/684	11641/260	11837/434
9109/392	10847/642	11121/452	11250/675	11491/985	11641/391	11837/444
9109/408	10850/138	11121/457	11250/677	11493/207	11641/392	11837/448
9112/499	10852/868	11125/316	11258/923	11493/220	11641/401	11837/453
9117/269	10852/894	11131/091	11258/937	11493/280	11641/407	11840/504
9121/429	10852/910	11131/092	11258/952	11499/098	11643/304	11840/527
9127/837	10853/768	11131/565	11263/346	11499/102	11643/333	11840/528
9127/838	10867/022	11131/566	11263/356	11499/107	11643/447	11840/697
9162/222	10870/979	11132/693	11263/358	11499/228	11643/460	11842/534
9164/301	10871/219	11132/694	11263/362	11499/236	11643/466	11842/553
9183/751	10871/225	11132/701	11263/777	11499/881	11643/477	11847/690
9216/986	10871/235	11132/705	11268/793	11499/892	11643/482	11847/715
9271/196	10876/058	11132/707	11268/800	11499/895	11643/497	11848/029
9271/502	10883/983	11133/054	11268/803	11500/643	11643/786	11848/035
9304/798	10883/990	11133/055	11268/817	11507/660	11643/796	11848/397
9320/624	10884/035	11133/058	11268/819	11511/182	11643/797	11848/693
9330/233	10893/029	11133/068	11268/841	11511/187	11646/577	11848/711
9366/602	10907/422	11133/072	11270/296	11511/188	11649/725	11849/608
9375/947	10907/428	11134/439	11270/301	11511/189	11649/736	11849/619
9386/731	10907/432	11134/445	11270/305	11519/952	11649/741	11849/633
9427/546	10928/150	11134/452	11270/306	11519/958	11649/747	11849/635
9427/552	10928/152	11134/453	11270/309	11519/965	11649/749	11849/637
9433/761	10928/156	11134/469	11270/311	11519/978	11649/757	11852/552
9443/125	10928/168	11134/515	11271/075	11520/362	11650/524	11852/556
9457/640	10928/172	11134/518	11271/087	11520/428	11650/525	11852/568
9464/479	10928/425	11134/519	11274/511	11521/925	11650/544	11852/571
9471/818	10928/437	11134/529	11274/514	11530/099	11650/551	11852/589
9472/269	10931/295	11134/532	11274/528	11530/111	11650/554	11853/217
9478/666	10931/299	11138/576	11274/533	11530/125	11653/720	11853/221
9498/310	10931/317	11138/587	11274/738	11530/131	11653/737	11853/499
9500/952	10931/333	11138/588	11274/746	11530/132	11654/301	11853/503
9504/190	10947/749	11140/914	11274/751	11530/919	11654/307	11853/507
9529/791	10947/756	11151/570	11275/134	11530/922	11654/309	11853/526
9530/553	10947/761	11151/573	11275/145	11535/133	11654/310	11853/527
9547/030	10947/762	11151/583	11275/151	11535/149	11654/314	11853/531
9562/576	10947/787	11151/585	11275/152	11535/155	11654/318	11853/561
9567/620	10947/791	11152/285	11275/155	11535/162	11654/325	11853/594
9567/622	10947/793	11156/966	11277/718	11535/561	11654/327	11853/605
9649/082	10947/797	11156/982	11277/721	11535/572	11654/334	11853/617
9673/428	10947/803	11156/986	11277/725	11535/578	11654/335	11853/692
9679/033	10947/811	11156/987	11282/922	11545/387	11654/344	11853/702
9691/598	10952/241	11156/990	11283/027	11545/396	11654/365	11853/709
9696/624	10952/246	11156/993	11284/848	11545/400	11654/376	11853/714
9702/195	10952/249	11156/999	11289/997	11546/466	11654/385	11853/719

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9702/390	10961/141	11157/738	11290/016	11546/470	11654/386	11853/736
9728/541	10961/143	11160/410	11290/018	11546/472	11654/389	11853/740
9728/548	10961/144	11160/425	11290/025	11546/490	11655/214	11853/741
9739/046	10964/021	11161/353	11290/032	11546/501	11655/222	11853/744
9749/369	10964/029	11161/354	11300/101	11546/558	11655/238	11853/796
9763/168	10964/042	11161/380	11300/183	11546/576	11655/245	11853/808
9765/603	10972/794	11161/388	11300/344	11546/579	11656/684	11853/813
9766/531	10977/814	11165/274	11300/370	11546/596	11659/545	11853/820
9769/001	10977/817	11166/714	11301/604	11546/605	11659/548	11854/926
9769/312	10981/954	11166/716	11301/614	11546/606	11659/549	11854/929
9769/551	10988/024	11166/718	11301/617	11546/617	11659/550	11854/962
9789/006	10988/038	11166/729	11301/622	11546/618	11659/557	11855/783
9823/385	10994/248	11166/740	11301/625	11546/624	11659/570	11855/800
9835/119	10994/253	11171/929	11301/626	11546/650	11660/759	11855/804
9850/172	10994/257	11171/930	11301/627	11551/253	11660/775	11855/806
9850/173	10994/259	11171/934	11301/631	11560/386	11660/779	11855/822
9860/137	10994/268	11171/954	11309/122	11561/162	11660/782	11855/823
9874/890	11002/504	11171/955	11309/127	11561/164	11660/787	11856/593
9923/711	11002/509	11171/956	11309/132	11561/786	11660/802	11856/595
9938/651	11003/454	11171/957	11311/484	11571/926	11679/699	11856/743
9947/618	11003/462	11171/958	11313/895	11572/412	11679/707	11856/759
9947/689	11003/464	11171/959	11314/175	11572/419	11679/711	11856/764
9951/963	11016/464	11180/523	11314/181	11572/732	11679/716	11856/781
9957/019	11016/493	11180/524	11314/191	11572/733	11679/720	11856/852
9957/053	11016/502	11180/532	11314/194	11572/737	11680/506	11856/866
9957/071	11016/512	11182/695	11315/184	11572/740	11688/544	11856/870
9957/073	11016/520	11188/811	11318/971	11572/749	11688/553	11856/879
9968/697	11016/855	11188/812	11318/986	11572/763	11688/554	11856/887
9972/237	11016/952	11188/824	11318/988	11572/764	11688/555	11856/890
9991/019	11018/817	11188/827	11321/073	11577/333	11688/676	11856/895
9994/838	11018/825	11188/839	11321/078	11578/515	11688/688	11856/902
9994/840	11018/836	11188/846	11322/311	11578/540	11688/696	11856/912
9994/841	11018/840	11189/586	11322/312	11578/805	11690/418	11856/933
10000/891	11018/854	11189/587	11328/139	11578/814	11690/422	11856/936
10016/031	11018/856	11189/593	11328/170	11582/932	11690/423	11857/097
10041/371	11018/861	11194/938	11330/671	11583/309	11690/451	11857/595
10056/955	11018/866	11194/945	11330/682	11584/598	11690/508	11857/836
10067/101	11018/867	11194/948	11331/052	11588/381	11690/544	11857/838
10079/554	11024/484	11196/085	11331/060	11588/416	11690/734	11857/849
10088/377	11029/155	11197/661	11331/061	11589/285	11690/741	11857/850
10112/674	11029/156	11198/847	11333/900	11589/288	11690/754	11857/865
10131/615	11029/163	11198/865	11333/902	11589/289	11690/767	11857/868
10138/651	11041/326	11200/856	11333/912	11589/290	11690/770	11857/877
10153/601	11047/281	11200/862	11333/926	11589/292	11690/784	11857/878
10164/159	11047/319	11200/863	11335/775	11589/297	11811/362	11857/885

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
10179/789	11047/322	11200/865	11335/793	11589/313	11811/363	11857/892
10262/462	11047/327	11206/695	11335/799	11589/320	11813/428	11857/914
10267/656	11050/096	11206/696	11335/812	11595/850	11813/429	11857/915
10268/651	11054/770	11206/703	11336/005	11595/877	11813/439	11857/916
10276/849	11054/778	11211/102	11336/007	11604/812	11813/442	11857/918
10308/124	11059/354	11211/123	11336/032	11604/817	11813/445	11857/928
10313/734	11060/086	11216/109	11336/036	11604/823	11814/834	11860/182
10333/060	11060/089	11216/123	11336/037	11604/824	11815/693	



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AG754756L
Number of Pages (excluding this cover sheet)	13
Document Assembled	14/07/2024 13:20

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

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 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)*:

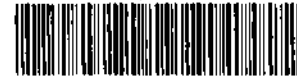
PETER HALTON A/CEO

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

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:

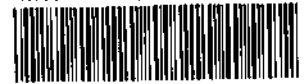
"Act" means the Planning and Environment Act 1987.

"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

15/09/2009 \$102.90 173



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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

8.2 Unresolved dispute

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

AG754756L



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

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

9. General

9.1 Further acts

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

9.2 Successors in title

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

AG754756L

15/09/2009 \$102.90 173



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

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

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

9.6 Notices

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

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

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

AG754756L

15/09/2009 \$102.90 173



10. Ending of Agreement

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

11.3 Creditable acquisition

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

11.4 Tax Invoice

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

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

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

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 14th September 2009
with the authority of Council



[Handwritten signature]

Councillor

[Handwritten signature]

Councillor

[Handwritten signature]

Acting Chief Executive



TISHER LINER & CO.
LAWYERS

AG754756L

15/09/2009 \$102.90 173



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

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

Dear Sir,

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

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

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

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

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

Yours faithfully
TISHER LINER & CO.

per

Jonathan Tisher
Partner

Enc.

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

317 LaTrobe Street, Melbourne Victoria 3000
DX 181 Melbourne

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

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

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

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

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

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

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

JENNY GARNHAM LL.B.

ALAN GOLDSTONE LL.B.

SAM RECHT



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	PS617320S/S20
Number of Pages (excluding this cover sheet)	1
Document Assembled	14/07/2024 13:20

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Subdivision or Consolidation

Section 22 Subdivision Act 1988



Lodged by

Name: Fastrack Conveyancing Pty Ltd

Phone: (03) 9550 5293

Address: PO Box 857 Mt. Waverley VIC 3149 (497 Blackburn Road, Mt. Waverley VIC 3149)

Reference: #100678

Customer Code: 15587C

The applicant applies for registration of the plan described.

Land: *(volume and folio)*

Volume 11530 Folio 947

Applicant: *(full name and address including postcode)*

Beveridge Land Pty Ltd ACN 115 838 661, 501 Blackburn Road Mount Waverley VIC 3149

Plan No.: PS617320S/S20

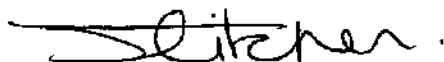
Stage No.: *(if applicable)* 20

SPEAR No.: *(if applicable)* S055420A

Council in which land is located: Mitchell Shire Council

Date: 20/7/15

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for applicant:


Licenced Conveyancer
Justine Kitchen
Licence No. 000498L

33661110A

SA22

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 14th July 2024, 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®.

7 WATERFALL CRESCENT, 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: 14th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73531095 - 73531095131920 '619665'

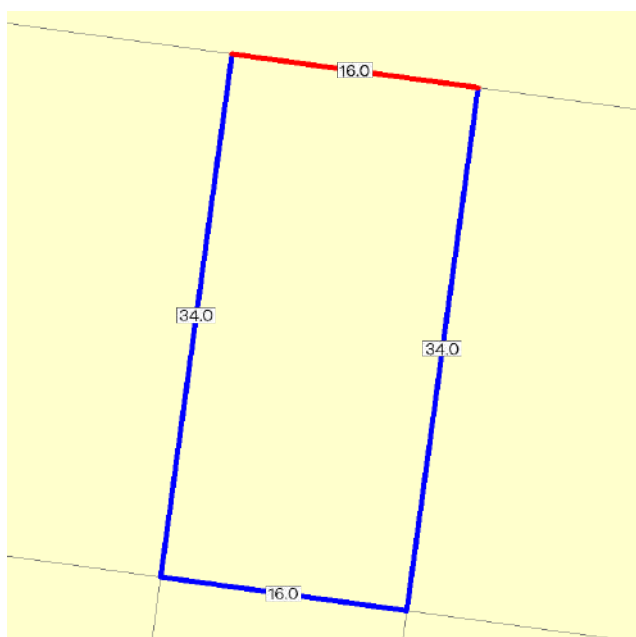
PROPERTY DETAILS

Address: **7 WATERFALL CRESCENT BEVERIDGE 3753**
Lot and Plan Number: **Lot 2037 PS617320**
Standard Parcel Identifier (SPI): **2037\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **121720**
Directory Reference: **Melway 687 C1**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 544 sq. m

Perimeter: 100 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

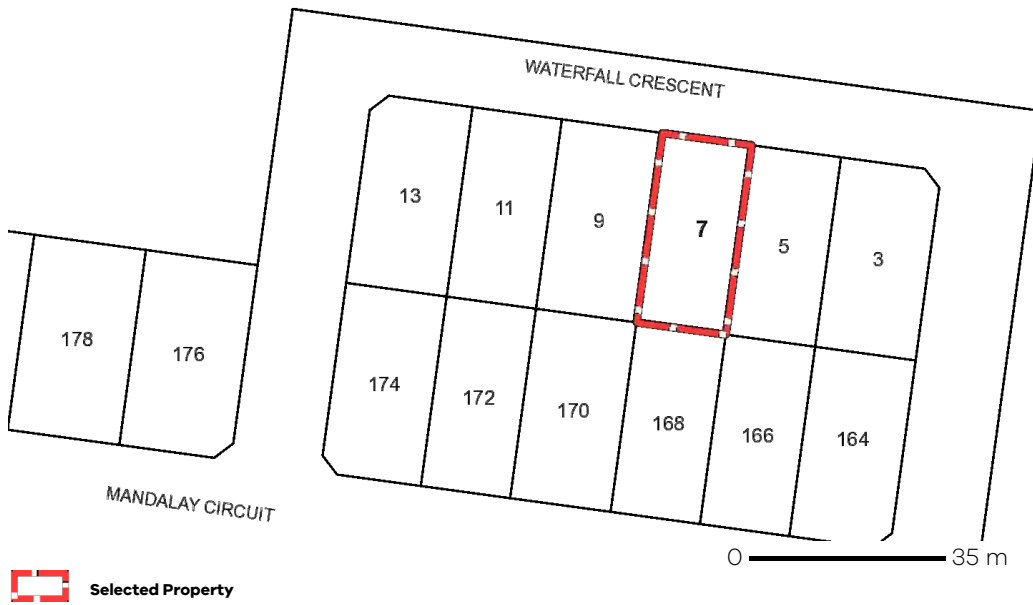
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 14 July 2024 01:22 PM

PROPERTY DETAILS

Address: **7 WATERFALL CRESCENT BEVERIDGE 3753**
Lot and Plan Number: **Lot 2037 PS617320**
Standard Parcel Identifier (SPI): **2037\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **121720**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 687 C1**

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

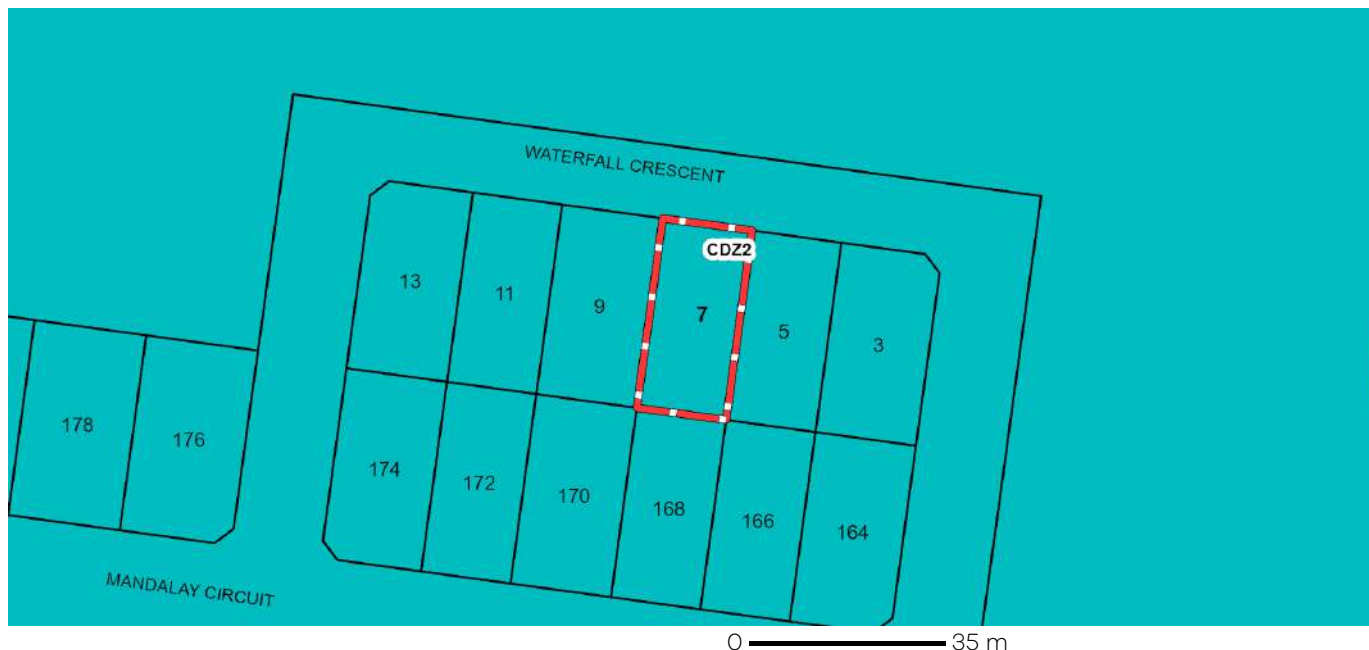
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[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

Copyright © - State Government of Victoria

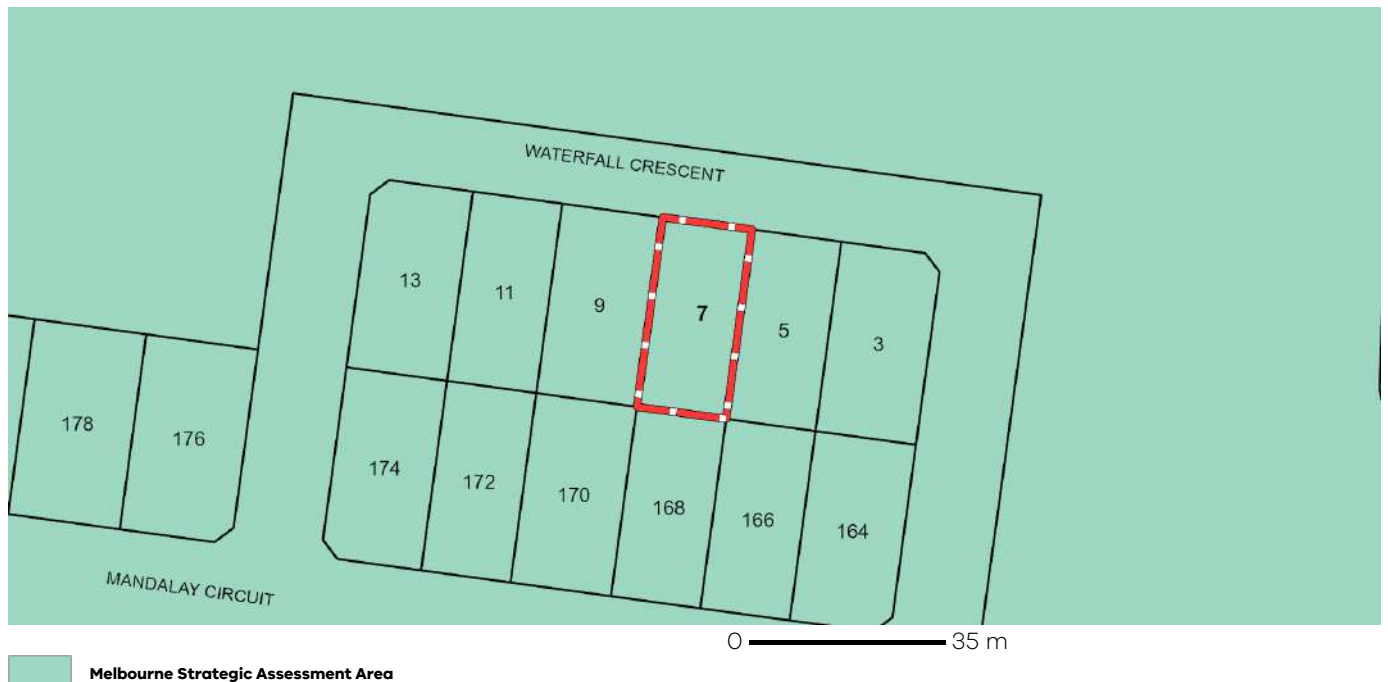
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 26 June 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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>

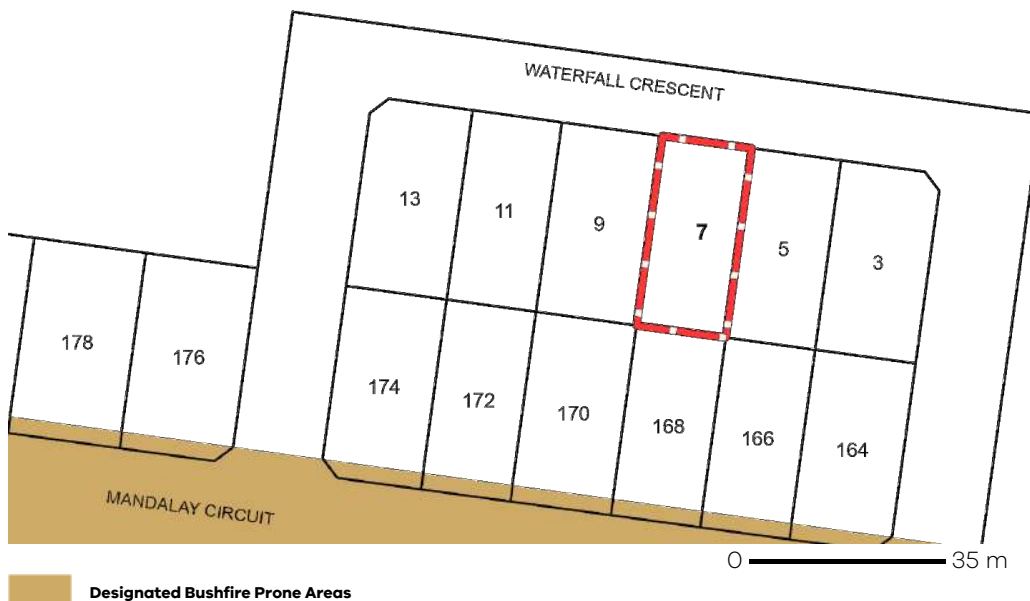
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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>.



15 July 2024

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

7 WATERFALL CRESCENT 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
20154172/0	18/09/2015	Construction of a New Dwelling & Garage	Occupancy No: 20154172/0	07/04/2016

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

MITCHELL SHIRE COUNCIL



113 High Street, Broadford VIC 3658
T (03) 5734 6200
F (03) 5734 6222

E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au
 ABN 27 352 592 142

Valuations, Rates and Charges
 1 July 2023 to 30 June 2024



M E Ayer & C T Bertino
 7 Waterfall Crescent
 BEVERIDGE VIC 3753



025
 1005966
 R1_12883

Issue Date	26 July 2023
Property Number	121720
Overdue Pay Now	\$715.02

Property 7 Waterfall Crescent, BEVERIDGE VIC 3753 Lot 2037 PS 617320 Vol 11589 Fol 320			
Site Value	\$377,000	Market Level Date	01/01/2023
Net Annual Value	\$35,850	Valuation Effective Date	01/07/2023
Capital Improved Value (CIV)	\$717,000		
Balance Brought Forward			\$715.02
COUNCIL: Rates and Charges 2023/2024			
Standard Garbage Charge	1 x \$514.00		\$514.00
Gen Rate - General Land	\$717,000 x 0.002282		\$1,636.10
Municipal Charge	1 x \$219.45		\$219.45
Total Council Rates and Charges 2023/2024			\$2,369.55
STATE GOVERNMENT: Fire Services Property Levy 2023/2024			
AVPCC: 110 - Detached Dwelling			
Fire Service Levy Residential Fixed	1 x \$125		\$125.00
Fire Service Levy Residential Variable	\$717,000 x 0.000046		\$32.95
Total State Government Fire Services Property Levy 2023/2024			\$157.95

Instalment 1 Due 30/09/2023	\$631.50
Instalment 2 Due 30/11/2023	\$632.00
Instalment 3 Due 28/02/2024	\$632.00
Instalment 4 Due 31/05/2024	\$632.00



Payments received after 24/07/2023 have not been deducted from the amount due on this notice.

Overdue amounts shown on this notice are payable immediately unless a formal payment plan has been agreed to and is up to date. If you are having difficulty making payment, please contact us as soon as possible to discuss your options.

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

Total Amount Payable \$3,242.52

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



Billers Code: 93807
 Ref: 1217207



Billers Code: 93807
 Ref#: 1217207
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT



Billpay Code: 9190
 Ref: 1217 2052



View and pay this bill using internet banking

BPayView Registration No.: 1217207

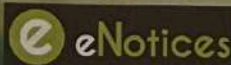
To pay this bill - visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



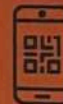
*71 190 121720 52

Receive your rates notice via email

Register now at mitchellshire.enotices.com.au with eNotices reference number

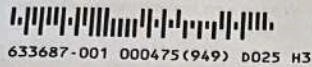


F536D3E62V



Resource Recovery Centre Vouchers 2023/24 see back.

Your quarterly bill



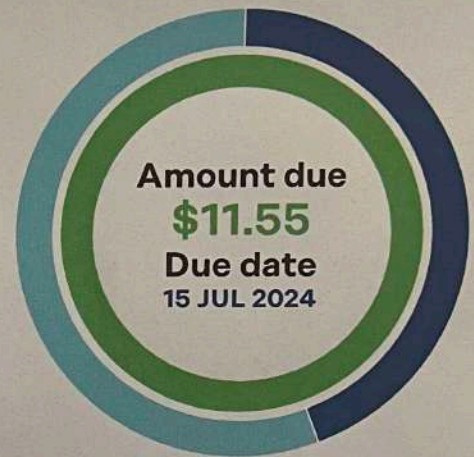
633687-001 000475(949) 0025 H3

MR M AYER & MS C BERTINO
7 WATERFALL CRES
BEVERIDGE VIC 3753

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	58 8186 9472
Invoice number	5880 8291 62810
Issue date	24 Jun 2024
Property address	7 WATERFALL CRES BEVERIDGE
Property reference	5121618, LOT 2037
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

Previous bill	\$29.36 CR
Payment received thank you	-\$150.00
Balance carried forward	\$179.36 CR
This bill	
Usage charges	\$106.41
Service charges	
Water supply system	\$20.03
Sewerage system	\$114.47
Adjustments	
Rebate - water turned off without notification 15 Feb 24	-\$50.00
Total this bill (GST does not apply)	\$190.91
Total balance	\$11.55



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

Using recycled water safely

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

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

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



Property Clearance Certificate

Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1273

Certificate No: 78998261

Issue Date: 15 JUL 2024

Enquiries: ESYSPROD

Land Address: 7 WATERFALL CRESCENT BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42280787	2037	617320	11589	320	\$0.00

Vendor: CHANELE BERTINO & MICHAEL AYER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CHANELE THAIS BERTINO	2024	\$377,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$717,000

SITE VALUE: \$377,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 78998261

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,581.00

Taxable Value = \$377,000

Calculated as \$1,350 plus (\$377,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 78998261

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 78998261

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1273

Certificate No: 78998261

Issue Date: 15 JUL 2024

Enquires: ESYSPROD

Land Address: 7 WATERFALL CRESCENT BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42280787	2037	617320	11589	320	\$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: \$717,000

SITE VALUE: \$377,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 78998261

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2024/1273

Certificate No: 78998261

Issue Date: 15 JUL 2024

Land Address: 7 WATERFALL CRESCENT BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
2037	617320	11589	320

Vendor: CHANELE BERTINO & MICHAEL AYER

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: 78998261

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY




Billers Code: 416073
Ref: 78998267

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 78998267

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Plan Number: 617320S

Lot Number: 2037


PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS






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

Please note the payment reference numbers are Lot specific.

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

Payment Options

	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au	
Bill Code: 96503	
Reference Number: 2662 1049 1102 1637 7	

	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number	
Reference Number: 2662 1049 1102 1637 7	
*Register at deft.com.au or by calling 1800 672 162.	
   	
Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.	
	
*496 266210491 10216377	

OWNERS CORPORATION CERTIFICATE

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

Vendor: M E Ayer & C T Bertino

This certificate is issued for Lot 2037 on Plan Number 617320S the postal address of which is:

7 Waterfall Crescent BEVERIDGE 3753 VIC

The current fees for Lot 2037 are:

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

The current fees have been levied up until the:

30/09/2024

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

(\$31.96) in credit

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

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

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

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

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

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

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

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

The Owners Corporation presently has the following insurance cover:

Name of Company	QBE Insurance (Australia) Limited
Policy Type	Public Liability Policy Only
Policy Number	46A918445BPK
Notes	Refer to policy for full details
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

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

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

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

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

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

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

Nil to my knowledge

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

As at this date there are no notices or orders.

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

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

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

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: The Knight

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

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

Additional Information:

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

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

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

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

Under section 6.1 (c) Restrictions on parking ii It is not permitted to park or allow to be parked on a Lot or any road or any other land in the vicinity of the Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats, golf carts or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view.

This rule is being enforced.

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



Signature of Registered Manager

Dated: 22nd, July 2024

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

c/- The Knight

Address: P.O. Box 678 MALVERN 3144

Ph: 9509 3144

Email: theknight@theknight.com.au

Web: www.theknight.com.au

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

Attachments:

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation. If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation.

An Owners Corporation may be self-managed by the lot owners or professionally managed by an Owners Corporation manager. If an Owners Corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

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

Owners Corporation No 617320S
7 Waterfall Crescent BEVERIDGE 3753 VIC
Lot Number: 2037

Owner Details

Full Name of owner/s: _____

Address of owners/s: _____

Email Address: _____

Owner Telephone Details:

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

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

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

Address for Accounts, Notices, etc:

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

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

Date: _____ Signature of Owner/s: _____

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

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

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

Australian Addresses

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

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

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

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

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

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

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

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 617320S

Camerons Lane BEVERIDGE VIC 3753

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

1. Commencement of Meeting

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

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
23	Mr M & Mrs N Sinnema	57	Ms D J Hocking
134	A J & D L Hudson & B P Hodder & L V M Brookes	245	Mr T D & Ms B F Ruttley
249	Mr B K & Mrs A M Dyson	277	Mr P D & Mrs S J Wilkinson
1207	Mr D V & Mrs C N Mateo	1224	Ms C C Paz Rada Jaman
1428	Mr G R & Mrs M K Burton	1433	Mr R J & Mrs L Woon
1904	Mr M & Mrs J Clarke	2032	Mr P & Mrs C Moschetti
2801	Mr H J Holbrooke & Ms E L Martin	3023	Mr K A & Mrs N L Mathers
3129	W G & J M Afflick	3323	Mr G A & Mrs D Smith
3932	Mr K S & Mrs M C S Swash	4218	Ms C Banerjee & Ms S Chakraborty
4223	Ms M Georgys	4226	Mr A O & Mrs A O Lagunju
4337	Ms R R Brecio & Mr M C Brecio	4345	Ms O O Allison & Mr O O Alabi
4349	Mr D I & Mrs D L Pritchard	4511	Mr M H Tawfique & Mrs A Khondkar
4927	Mr B G Onderi & Mrs W W Ngunyi	6006	M Salins
6501	Mr R J Watt	6503	Mr G Sharga & Mrs I Sharma
9704	L G Hyndes		

2.2 Proxy Holders Present*

There were no Proxies received

2.3 Quorum*

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

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

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

2.4 Apologies Received

Lot	Name	Lot	Name

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

2.5 In Attendance

Dianne Burton - The Knight Jessica Hopkins - The Knight

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

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

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

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

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

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

4. Reports

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

Brooke Ruttley on behalf of the Committee presented a verbal Committee of Management report to the meeting.

4.2 Presentation of the Owners Corporation Manager's Report (s126 of the Act)

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

5. Financial Matters

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

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

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

5.2 Independent Auditor Report

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

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

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

5.4 Annual Operating Levy

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

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

5.5 Lot Owners in Arrears

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

5.6 Charging of Penalty Interest

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

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

5.7 Delegation to Waive Penalty Interest

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

5.8 Recovery of Costs

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

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

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

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

7.1 Number of Committee Members

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

7.2 Election of Committee

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

7.3 Committee of Management Meeting

Resolution: The meeting was adjourned briefly for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

7.4 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Brooke Ruttley be elected as the Chairperson of the Owners Corporation.'

7.5 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that The Knight representative be elected as the Secretary of the Owners Corporation.'

8. General Business

8.1 Rules and Mandalay Design Guidelines Enforcement

Discussion was had about the Rules of the Owners Corporation and that TK has recently been advised that some of them are not enforceable. TK is waiting on clarification from the solicitor as to which ones are enforceable. For those that are not enforceable by the OC, it is expected that at least some of them will be enforceable by some other entity. TK advised that they are administrators and while they will assist in the enforcement of rules where possible, each owners also has a responsibility to try and resolve issues and for those issues that are civil, council or Vic Roads issues, that the more people that report them to the relevant authority, the more chance there is that something will be done about the issue.

Resolution: It was resolved for TK to follow up with the solicitor and advise the COM for direction as to what to communicate to owners. It was further resolved that if it is found that none of the rules are enforceable for TK to seek legal opinion as to whether there is any recourse on the Developer for the rules that were written and the expectation of what the estate will look like.

Action By: TK

8.2 Security and Neighbourhood watch

Discussion was had about making the estate safer and of each owners responsibility to report all issues that are on council property to the council or the police if appropriate as the OC has no jurisdiction over council property.

Resolution: It was resolved that consideration be given to setting up the neighbourhood watch again now that more of the estate has been established and setting up sub-committees.

Action By: COM

8.3 Solar Update

Discussion was had about the recently held solar information sessions. Discussion has been had about further sessions for those that were not able to attend the previous sessions, and possible initiatives that might be available.

Resolution: It was resolved for TK to advise if further sessions will be held and any initiatives available to be sent to owners when the details are known.

Action By: COM/TK

8.4 Club Mandalay Issues

Several of the items brought up to be discussed related to concerns about Club Mandalay that are not within the jurisdiction of the OC, including that there are no offers for senior members and that the pool can't be used most of the year because it is not heated.

Resolution: It was resolved that even though these issues are not OC responsibility for TK to pass on these complaints to Club Mandalay.

Action By: TK

9. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held on 10/9/24.'

10. Close of Meeting

The meeting closed at 8:20 PM.



Dianne Burton
Owners Corporation Manager
The Knight
For and on behalf of Plan 617320S
T: (03) 9509 3144
E: Dianne@theknight.com.au

**INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF THE OWNERS CORPORATION PS 617320S -
Mandalay (Camerons Lane BEVERIDGE VIC 3753)**

Opinion

I have audited the attached financial information ('financial information') of Owners Corporation PS 617320S - Mandalay, which comprises the Balance Sheet as at 30 June 2022, the Income Statement for the year then ended and Note 1 to the financial information.

In my opinion, the attached financial information presents in all material respects, the financial position of Owners Corporation PS 617320S - Mandalay as at 30 June 2022 and of its financial performance for the year then ended in accordance with the *Owners Corporations Act 2006*, and the measurement and recognition requirements of the Australian Accounting Standards.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Information* section of my report. I am independent of the Owners Corporation in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to my audit of the financial information in Australia. I have also fulfilled my other ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter - Basis of Accounting

I draw attention to Note 1 to the financial information, which describes the basis of accounting. The financial information has been prepared for the purpose of fulfilling the Committee's financial reporting responsibilities under the *Owners Corporations Act 2006*. As a result, the financial information may not be suitable for another purpose. My opinion is not modified in respect of this matter.

Responsibility of the Committee of the Owners Corporation for the Financial Information

The Committee of the Owners Corporation ('the Committee') is responsible for the preparation of the financial information that is prepared in accordance with the *Owners Corporations Act 2006* and have determined that the basis of preparation described in Note 1 to the financial information is appropriate to meet the requirements of the *Owners Corporations Act 2006* and is appropriate to meet the needs of the members of the Owners Corporation. The Committee's responsibility also includes such internal control as the Committee determine is necessary to prepare the financial information and is free from material misstatement, whether due to fraud or error.

In preparing the financial information, the Committee are responsible for assessing the Owners Corporation's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Committee either intend to liquidate the Owners Corporation or to cease operations, or have no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Owners Corporation financial reporting process.

Other Information

Other information comprises the budget numbers included in the Committee's financial information for the year ended 30 June 2022. The Committee is responsible for the other information. My opinion on the financial information does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information.

Auditor’s Responsibilities for the Audit of the Financial Report

My objectives are to obtain reasonable assurance about whether the financial information as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial information .

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgement and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial information , whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis of our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Owners Corporation’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Committee.
- Conclude on the appropriateness of the Committee’s use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Owners Corporation’s ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor’s report to the related disclosures in the financial information or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor’s report. However, future events or conditions may cause the Owners Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial information , including the disclosures, and whether the financial information represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Paul Turra

Signature of Approved Auditor
Paul Turra
RCA #433679

3 November 2022

Date
Melbourne

Owners Corporation PS 617320S - Mandalay

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2022**

1) Summary of Significant Accounting Policies

The financial statements are special purpose financial statements prepared for the benefit of the members of the Owners Corporation in order to satisfy the financial reporting requirements of the *Owners Corporations Act 2006*. The Owners Corporation Manager has determined that the Owners Corporation is not a reporting entity.

The financial statements have been prepared on an accrual basis and are based on historical costs and do not take into account changing money values or, except where stated specifically, current valuations of non-current assets.

Brief: Metro Community Power Hub

The Metropolitan Melbourne Community Power Hub (MCPH) is an initiative enabling local communities support, develop and deliver renewable energy projects. The MCPH is led by the not-for-profit Yarra Energy Foundation (YEF) and is funded by the Victorian Government through Sustainability Victoria until 30 June 2022. YEF has engaged numerous community groups and organisations from across the metropolitan region as Roundtable Partners (RTPs), who work with YEF in delivering the MCPH's projects, and welcomes other community groups interested in participating in any capacity.

Aim and activities

The MCPH's overarching aim is to accelerate Victoria's transition towards a clean energy future by supporting community participation in the energy transition, and is guided by values of respect, collaboration, knowledge sharing and innovation.

To support this aim, the MCPH has initiated several **Foundation Programs** which focus on:

- Enabling households to install solar and transition to all-electric homes
- Assisting low-income and CALD communities to lower their energy expenses via workshops and direct one-on-one assistance
- Leading capacity building activities such as upskilling workshops to foster energy literacy throughout the community.

The MCPH also supports ambitious **Flagship Projects**, which aim to deliver renewable energy, reduced emissions and cost savings through projects tailored to suit the interests and needs of specific communities. This could include:

- Installing rooftop solar on sporting clubs, schools, and places of worship
- Converting a retail strip to a renewable Power Purchase Agreement
- Conducting a scoping study for a community battery.

How your community or organisation can be involved

The MCPH is enthusiastic about supporting community organisations of all kinds, as well as their members and audiences, to respond to climate change and take the opportunities presented by the energy transition. As centres of social activity with strong platforms for communication, community groups are also well placed to both support and benefit from both Foundation Programs and Flagship Projects. There is no cost for groups to be involved in the MCPH, and groups can participate in several ways:

- Promoting the Foundation Programs among your community, either through social media, at events, or in newsletters.
- Hosting an MCPH event which shows your community what they can do to save money and reduce emissions as both homeowners or renters.
- Pursuing a Flagship Project – a new energy project led by your community, for your community.

The MCPH is keen to partner with additional community groups, councils, and other organisations working towards a clean energy future. For more information or to get involved, contact Pete Mercouriou, MCPH Project Manager: peter.m@yef.org.au

AH448929E

24/08/2010 \$52.60 OCAR



Priv
The
colle
und

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

Owners Corporation Notification of Making Amendment or Revocation of Rules

Section 142 Owners Corporations Act 2006

Lodged by

Name: Tisher Liner & Co.

Phone: 9602 4055

Address: 317 LaTrobe Street Melbourne 3000

Reference: JT/WL 09/0908

Customer Code: 1662T

Owners Corporation No. 1 Plan No. 617320S

Supplied with this notification is:

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

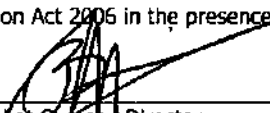
Date: 15 October, 2009

Signature of Applicant:

The Common Seal of Owners Corporation Number:

Plan Number: 617320S

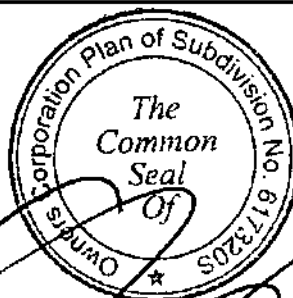
was affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:

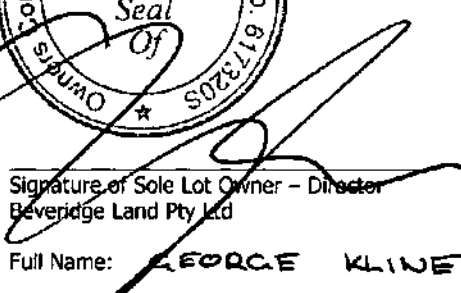

Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

Full Name: **MARIO BIASIN**

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3




Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

Full Name: **GEORGE KLINE**

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3

Order to Register

Please register and issue Certificate of Title to

Signed

Customer Code:

OCN

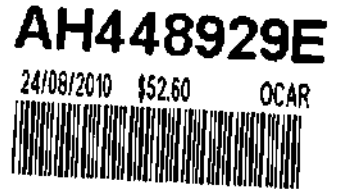
Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

**OWNERS CORPORATION RULES OF OWNERS CORPORATION NO. 1
PS 617320S**

MANDALAY - BEVERIDGE



1. INTERPRETATION

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Golf Course Lot means a Lot which either:

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

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

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

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

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

Mandalay is the name of the Development;

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

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

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

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

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



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

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

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

Residence means one permanent non-transportable private residence;

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

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

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

3. MODEL RULES

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

4. DEVELOPMENT OF LOTS

4.1 Compliance with Restrictions on Title

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

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

registered on title to that Lot or Sub-Lot.

4.2 No Objection

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

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

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

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



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

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

(a) **Maintenance**

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

(b) **Garbage and Waste Disposal**

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

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

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

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

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

(e) **Enforcement Costs**

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



6. AMENITY CONTROLS

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

(a) **No Interference with Facilities**

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

(b) **Use of Common Property**

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

(c) **Restrictions on Carparking**

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

A. be parked or left on:

1) the Common Property; or

2) a nature strip; or

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

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

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

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

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

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

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

(iii) any member of Club Mandalay Limited; or

(iv) any operator of the Facilities.

(e) **Behaviour**

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

AH448929E

24/08/2010 \$52.60 OCAR



(f) **Limitation on Noise**

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

(g) **No Animals Without Consent**

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

(h) **Not Increase Insurance Premium**

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

(i) **No Vehicle Repairs**

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

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

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

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

(k) **No Auctions**

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

(l) **No Signs**

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

(m) **No After Hours Works**

AH448929E

24/08/2010 \$52.60 OCAR



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

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

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

(n) **No Flammable Substances**

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

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

(o) **No Electrical Interference**

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

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

interfere with any personal property vested in the Owners Corporation;

(q) **No Shops or Businesses**

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

(r) **No Unauthorised Repair**

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

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

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

(t) **Not Neglect Garden Maintenance**

neglect the maintenance and care of the following:

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

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

AH448929E

24/08/2010 \$52.60 OCAR



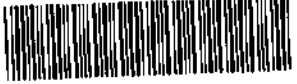
remove any vegetation associated with any landscaping which has been undertaken by the Developer;

(v) **Fencing**

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

AH448929E

24/08/2010 \$52.60 OCAR



(w) **Front Landscaping**

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

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

install any TV antennae or satellite dish other than:

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

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

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

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

7. GOLF COURSE LOTS

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

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

AH448929E

24/08/2010 \$52.60 OCAR



8. PRIVATE ROADS AND OTHER COMMON PROPERTY

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

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

9. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

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

AH448929E

24/08/2010 \$52.60 OCAR



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

AH448929E

24/08/2010 \$52.60 OCAR



10. RIGHTS OF THE OWNERS CORPORATION

The Owners Corporation may:

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

11. CORRESPONDENCE

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

12. RIGHTS OF ENTRY

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

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

13. BEHAVIOUR OF INVITEES

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

AH448929E

24/08/2010 \$52.60 OCAR



14. Application to Developer

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

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

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

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

15. NON-COMPLIANCE

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

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

(b) If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules and is entitled to recover the entire costs of taking such action from the Member who owns the Lot, such costs to be calculated on a solicitor/client basis.

16. DISPUTE RESOLUTION

- (a) The grievance procedure set out in this Rule 16 applies to disputes involving two or more of a Member, the Manager, an occupier of a Lot or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the form approved and published in accordance with section 200 the Act for that purpose.
- (c) If there is a grievance committee of the Owners Corporation, the grievance committee must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute may meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 Business Days after the dispute comes to the attention of all the parties.



- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

17. Severance

If at any time a provision of these Rules is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

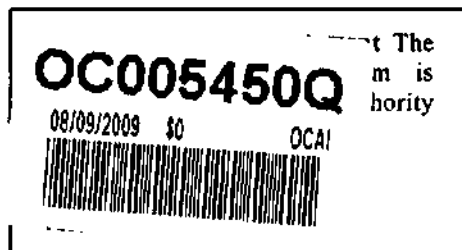
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Rules; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Rules.

AH448929E



**OWNERS CORPORATION
INFORMATION**

UNLIMITED OWNERS CORPORATION



Lodged by: _____
Name: Tisher Liner & Co.
Phone: 9602 4055
Address: 317 LaTrobe Street Melbourne 3000
Reference: JT/WL 09/0908
Customer Code: 1662T



Owners Corporation Number 1

Plan Number PS617320S

ADDITIONAL INFORMATION ACCOMPANYING A PLAN

1. POSTAL ADDRESS FOR SERVICE OF NOTICES

[Regulation 16(a) Subdivision (Procedures) Regulations 2000]

501 Blackburn Road, Mount Waverley 3149

2. THE PURPOSES OF THE OWNERS CORPORATION ARE:

[Section 27B(2) Subdivision Act 1988]

The purpose of the Owners Corporation is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owner corporation)

3. THE BASIS FOR THE ALLOCATION OF LOT ENTITLEMENT AND LOT LIABILITY IS:

[Section 27F(2)(a) Subdivision Act 1988]

- (i) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.*
- (ii) In determining the Lot Liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.*

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.*
(*If the agent is not a legal practitioner, written proof of agency must be supplied)

[Signature]

Date 17 August 2009

FRANK RAYMOND TISHER
317 LaTrobe Street Melbourne 3000
A person who is an Australian
legal practitioner within the meaning of
the Legal Profession Act 2004

For current information regarding an owners corporation, please obtain an Owners Corporation Search Report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone (03) 8636 - 2010

Contents

1.0 Introduction

- 1.1 The Mandalay Vision
- 1.2 Purpose of the Guidelines
- 1.3 Submission Requirements and Development Approval Process

2.0 Siting and Orientation

- 2.1 All Lots
- 2.2 Corner Lots – Specific
- 2.3 Front Setbacks
- 2.4 Side Setbacks
- 2.5 Dwelling Setbacks to Golf Course Boundaries

3.0 Dwelling Design

- 3.1 Architectural Character Mandatory Standards
- 3.2 Building Materials and Colour Palette
- 3.3 Identical Façade Assessment
- 3.4 Environmentally Sustainable Design
- 3.5 Garages and Carports
- 3.6 Driveways and Paving
- 3.7 Letterboxes

4.0 Fencing

- 4.1 Front Fencing
- 4.2 Typical Side and Rear Fencing
- 4.3 Corner Lot Fencing
- 4.4 Fencing Template
- 4.5 Golf Lot Fencing

5.0 Plumbing and Ancillary Equipment

- 5.1 Plumbing
- 5.2 Rainwater Tanks
- 5.3 Air Conditioning Units
- 5.4 TV Antennae and Satellite Dishes
- 5.5 Solar Water Heating
- 5.6 Water Efficiency
- 5.7 Smart Wiring

6.0 General Dwelling Information

- 6.1 Screening
- 6.2 Clothes Lines & Drying Areas
- 6.3 Parking of Heavy Vehicles & Caravans etc
- 6.4 Property Settlement and Timing of Works
- 6.5 Aluminum Roller Shutters to Windows
- 6.6 Window Furnishings
- 6.7 Maintenance of Lots
- 6.8 Signage

7.0 Landscaping

1.0 INTRODUCTION

1.1 The Mandalay Vision

Mandalay will represent the future of community living in the northern suburbs. Residents will benefit from a well-planned community that will provide a number of lifestyle opportunities centered around a Peter Thomson Signature golf course and a community hub that will boast a clubhouse, restaurant, gym, lap style swimming pool, tennis courts, and other facilities.

The Mandalay master plan has been designed with the environment and its residents in mind. The master plan ensures the best possible access to the surrounding amenities with a network of walking and cycling tracks interlinked with the surrounding parks and community facilities. Mandalay is a lifestyle choice where quality landscape and attention to detail will create a distinctive and quality address for all its residents.

1.2 Purpose of the Guidelines

The key purpose of these design guidelines is to achieve a consistently high quality of homes and landscaping that realises the Mandalay Vision.

The guidelines are intended to assist you in considering the design of your home and private garden and how this can contribute to and enhance the overall character of the development. The guidelines will help you through the initial consideration, design process and building of your new home. The guidelines will not only enhance your building experience but will underpin the overall amenity of Mandalay and contribute to creating a vibrant community that you will proudly call home.

These design guidelines may be amended from time to time at the developer's discretion to reflect changes in design and building trends and amendments to legislation affecting building approvals.

1.3 Submission Requirements and Development Approval Process

The siting and design of your home is required to be approved by the Mandalay Design Reviewer. **(M.D.R.)** before obtaining building permits. It is mandatory that all plans and other relevant drawings are submitted to the M.D.R. for approval.

To obtain the Developers approval, you must forward the **Mandalay Application for Design Approval Form** (found at the rear of this document) with two (2) legible A3 copies of the documentation listed on the form for approval to:

Mandalay Design Reviewer

C/- Beveridge Property Developers
501 Blackburn Road
Mt. Waverley, Vic 3149

The Submission must include the following in (2 copies) A3 format:

- ∞ A min. 1:200 siting plan including: date and reference number of drawing, north point, lot area calculation, dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, proposed fencing, crossover and driveway location; clothes line, letter box, water tank, outbuildings and pool position if applicable. Provide the building envelope if applicable to the lot.
- ∞ Floor plans at minimum of 1:100 with north point, indicating all rooms, windows, external doors, external fixtures and nominated floor levels; including air conditioning and solar units positions.
- ∞ Full elevations indicating wall heights and all external finishes including garage door type; extent of eaves and position of air conditioning and solar units.

- ∞ Relevant cross sections showing roof pitches, eaves depth and height of walls along the boundaries; cut and fill including retaining walls where applicable.
- ∞ Fence design as per the Mandalay fence template (included) with the client's signature as endorsement or; a plan with all dimensions and materials should be included.
- ∞ Schedule of colours and materials to be used externally – provide colour chips or a colour photocopy for reviewing by the M.D.R.

A detailed checklist of submission requirements is provided as part of the Design Approval Application Form included in this document.

The M.D.R. will assess all designs and either provide a notice of approval or specify how the submission conflicts with the guidelines. Designs that substantially comply with the guidelines may be given a notice of approval with conditions requiring the rectification of minor deviations. Furthermore the M.D.R. may make suggestions intended to improve the design.

The M.D.R. will use its best endeavors to assess proposals in the shortest possible time and generally within 10 -14 business days of receipt of a fully completed and compliant application. You must then obtain the approval of the building plans from the local Council or relevant Building Surveyor and/or any other relevant authorities required by the authority approval process. It is the responsibility of the owner that the proposed building works comply with local, state, and Rescode requirements. Neither the Mandalay Design Reviewer nor the developer accepts any responsibility for works that don't comply as noted above.

Please Note:

The final decision of all aspects of the Design Guidelines is at the discretion of the M.D.R. and no additional correspondence will be entered into once a decision has been made. The M.D.R. is not liable for any refunds, credit or compensation for its decisions in granting or refusing a submission approval or any discrepancies that may arise from this work.

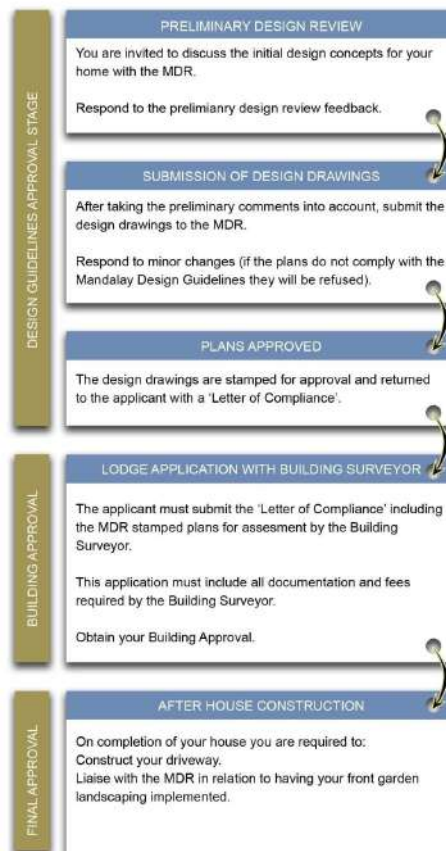


Figure 1.1 Design and Approval Process Flow Chart.

2.0 SITING & ORIENTATION

Where possible each dwelling should be designed to maximise the advantages and natural characteristics of the site. Solar angles, views, prevailing breezes, relationship to the street, open space, landscaping and adjoining dwelling type and locations should all be considered to create a responsive design solution in keeping with the intent of the Mandalay vision.

2.1 All Lots

Building envelopes have been prepared for all lots in the development (refer to the Plan of Subdivision and Notice of Restriction). These building envelopes indicate the area on each lot where a building can be sited.

- ∞ A front (primary) boundary is deemed to be that part of the lot with the street frontage being the smallest dimension, unless the Building Envelope Plan indicates otherwise.
- ∞ Only one dwelling may be built on any one lot.
- ∞ Lots may not be further subdivided unless:
 - (a) they are designated for medium density housing or for further subdivision; or
 - (b) they have an area greater than 500m² and the subdivision would not enable a lot of less than 500m².
- ∞ All building works must be contained within the building envelope and subject to approved variations; they must also comply with current Planning Controls / ResCode.
- ∞ Every dwelling must be set back from the front boundary according to lot size and type.
- ∞ Garages located on the primary street frontage must also be located a minimum of 0.5 metres behind the main façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- ∞ Decking and pergolas are permissible encroachments and as such may encroach up to 2 metres into selected setbacks pending approval from the Building Surveyor, local Authority / ResCode and Guidelines conditions.
- ∞ Verandahs, porticos and entries are also permitted encroachments within the front setback. The maximum encroachment is 0.5 metres which is also dependant on approval from the Building Surveyor, local Authority/ResCode and Guidelines conditions.

2.2 Corner Lots - Specific

Corner lots have significant impact on neighborhood character, and therefore, considerable attention is required to ensure that a desirable outcome is achieved for both the home owner and the Mandalay Estate as a whole.

It is important that corner lots address their prominent position in the streetscape while contributing to the creation of an attractive, safe living environment. They form a gateway to adjoining streets, therefore it is essential that the dwelling addresses both street frontages with articulation of the built form including varying materials, window and door openings.

It is important that corner lot homes are articulated to provide an appropriate corner feature to your home that will 'turn the corner' for both single and two storey dwellings. One or more of the following building elements is to be incorporated into the design as a corner feature;

- ∞ Windows
- ∞ Feature gable, window, etc.
- ∞ A return verandah or balcony
- ∞ An articulated step back or setback.
- ∞ A change of wall finish (material) that assists in softening the mass of the building

- ∞ Blank walls of more than 8 metres to the secondary facade (side street) will not be permitted.
- ∞ Corner allotments with proposed crossovers intended to be located to the side street frontage may be considered by the M.D.R. on an individual basis.
- ∞ A return verandah or balcony

Alternative submissions will be considered on an individual basis by the M.D.R.

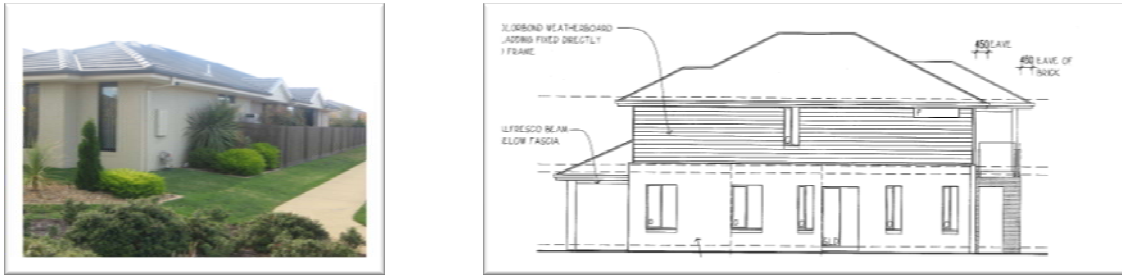


Figure 2.2 Examples of encouraged treatments on corner allotments

2.3 Front Setbacks

LOT SIZE M ²	MINIMUM habitable FLOOR AREA M ² (excludes garages, carports, porches, porticos, verandahs, alfresco areas)	FRONT SET BACK
<300m	120m ² (12.90sq)	A minimum of 3.0m and a maximum of 3.5m from the front boundary.
300m ² - 450m ²	120m ² (12.90sq)	A minimum of 4.0m and a maximum of 4.5m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0m and a maximum of 3.5m from the front boundary.
451m ² – 600m ²	150m ² (16.14sq)	A minimum of 4.5m and a maximum of 5.0m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0m and a maximum of 3.5m from the front boundary.
Greater than 600m ²	180m ² (19.37sq)	A minimum of 5.0m and a maximum of 5.5m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0 and a maximum of 3.5m from the front boundary.

2.4 Side Setbacks

Side setbacks need to allow for adequate landscaping and clear pedestrian access around the dwelling. This will ensure that if retaining walls are necessary there will be a sufficient transition between dwellings and their boundaries. Generally single storey dwellings must have a minimum side setback of 1 metre at ground floor level, however zero lot line construction may be considered if it accords with all relevant authority standards including building envelope plans and profiles. This also applies to boundary setbacks on double storey developments.

On corner lots, buildings must be set back a minimum of 2.0 metres from the secondary street frontage (the smaller lot dimension generally defines the primary frontage). Refer Figure 2.3 for details.

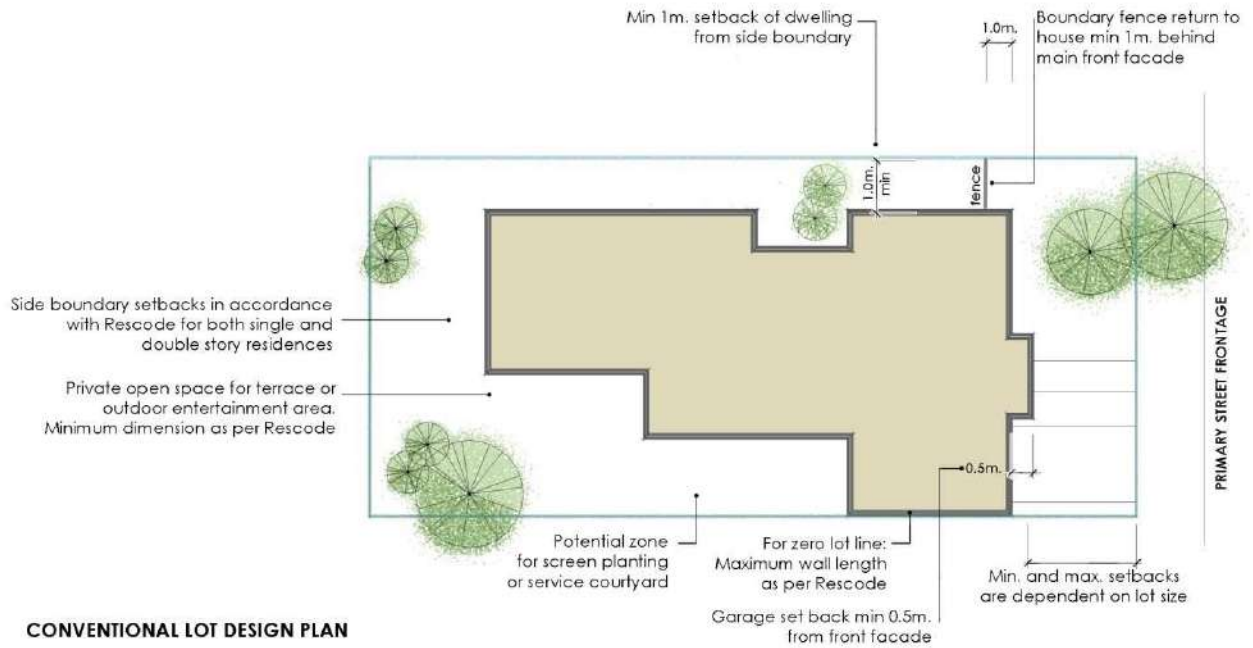


Figure 2.3

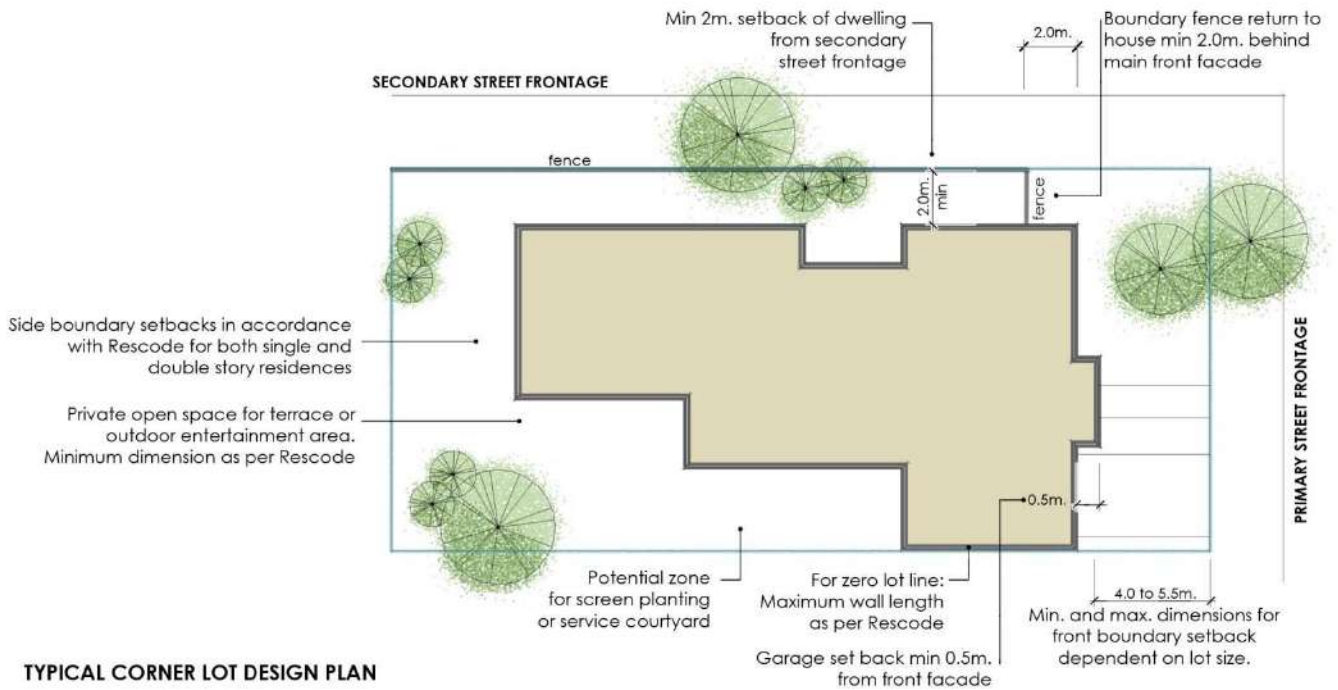


Figure 2.4

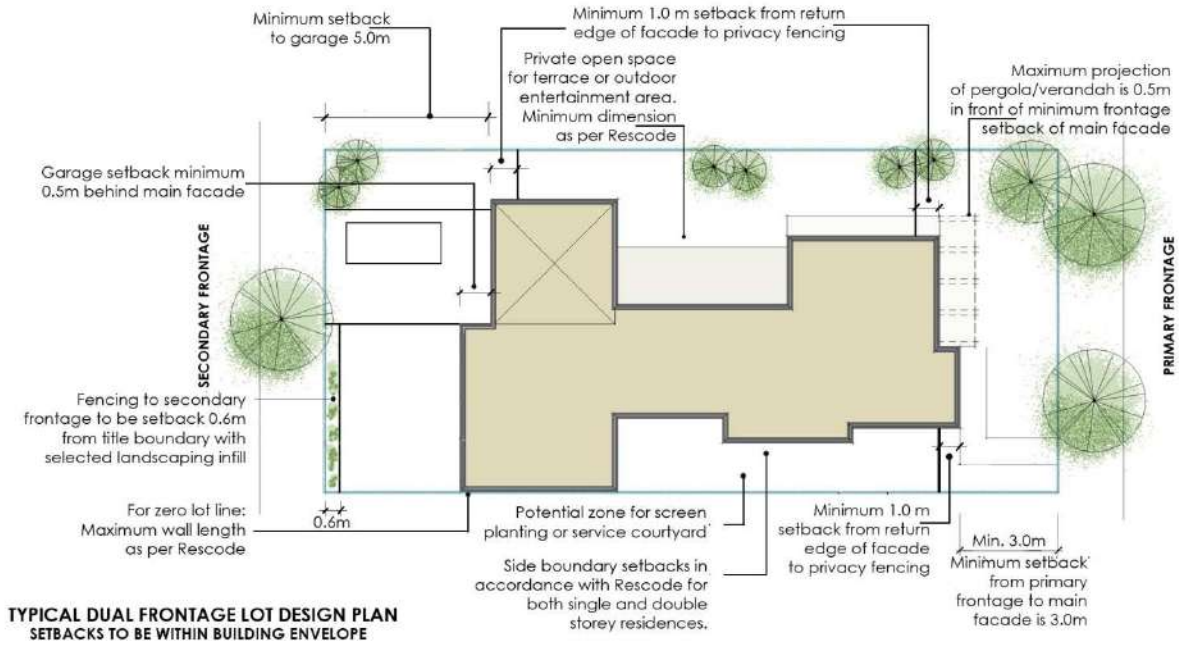


Figure 2.5

2.5 Dwelling Setbacks to Golf Course Boundaries

Dwellings that have a boundary abutting the golf course boundary are required to have a minimum setback of 3.0 metres from that boundary to promote usable external open space whilst minimizing amenity impact on adjoining properties including over shadowing and overlooking.

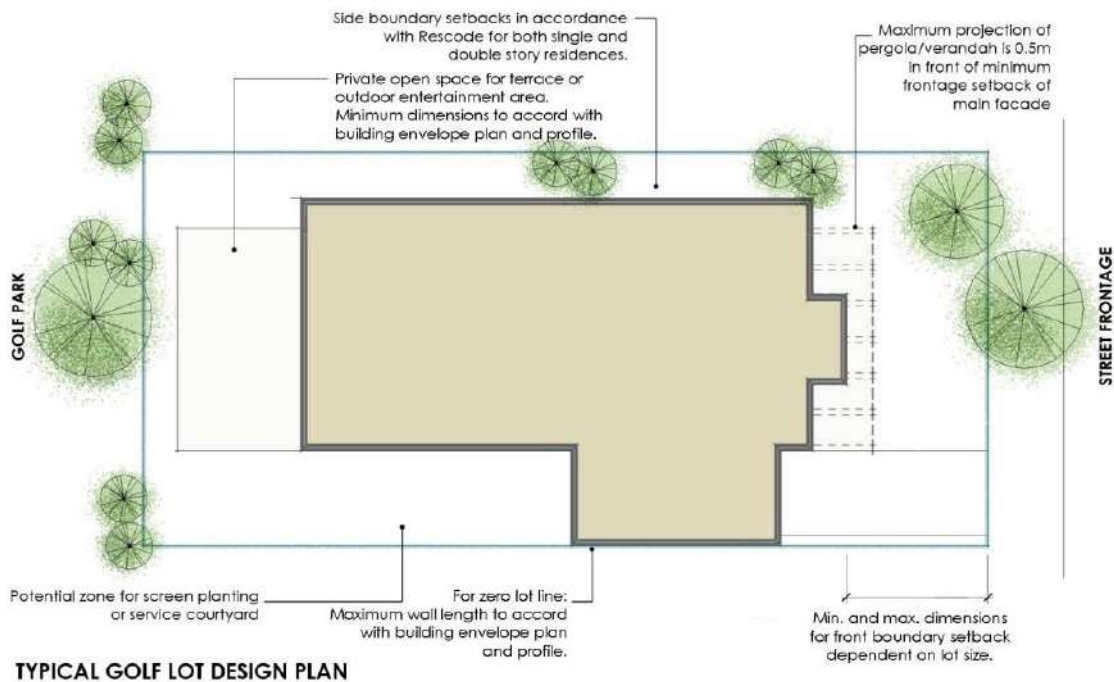


Figure 2.5a

3.0 DWELLING DESIGN



Figure 3.1 Examples of preferred dwelling types

3.1 Architectural Character Mandatory Standards

- No dwelling may exceed two storeys in height. With a maximum height not exceeding ResCode.
- Ceiling heights for all dwellings must not be less than 2.4 metres above floor level.
- All dwellings must have a verandah, portico, porch or other similar entrance feature surrounding the front entrance.
- Entry porches, verandahs and pergolas must be sympathetic to the overall dwelling design.
- Kit homes and dwellings constructed of second hand materials are not permitted, except with the approval of the M.D.R.
- The main pedestrian entry (front door) or access way to the main pedestrian entry must be visible from the primary street frontage.
- Roof pitches are to be a minimum of 22 degrees. Alternate roof forms including combinations will be considered by the M.D.R. provided it can be demonstrated that they comply with the overall objective and intent of the guidelines.
- Unless otherwise specified or considered as meeting the overall objectives of the guidelines by the MDR, all roofs must be designed having a minimum eaves width of 450mm. Eaves to the frontage of a dwelling must return and continue a minimum distance of 500mm along the connecting return wall and or walls from the said frontage.
Note. Walls constructed on side boundaries will be exempt from the eaves requirements unless otherwise directed by the MDR.
Corner lot dwellings must continue the 450mm eaves profile to both street frontages, then returning the minimum 500mm as noted above unless otherwise approved by the MDR.
- ∞ Dwellings designed on golf course lots must have a minimum eaves width of 450mm which is continuous to all elevations unless otherwise approved by the M.D.R.
- Roofing materials must complement the design and style of the proposed dwelling. Roof sheeting is to be non-reflective. (muted tones are preferred) Untreated galvanised or zinc finished, tray deck or fibre cement roof materials will not be approved with the intent to minimise reflection issues caused by light coloured or untreated roof surfaces.

3.2 Building Materials and Colour Palette

An important element in maintaining a high quality of residential neighborhood character is the control of external building materials, colours and other related finishes. Natural colours are encouraged as they enhance the architecture and landscaping vision for Mandalay.

External walls of each dwelling must be constructed of either:

- ∞ Face brickwork
- ∞ Rendered or bagged brickwork/ concrete block but must be painted or coloured
- ∞ Weatherboards, composite cladding materials and cement sheeting (painted rendered or similar textured finish).
- ∞ Selected stone.
- ∞ Muted colours and finishes shall be used to blend with the natural setting of Mandalay.
- ∞ External windows and doors other than those utilized in an entrance situation are not to contain reflective, frosted, coloured or patterned film on glass unless governed by authority and/or ResCode requirements or approved by the M.D.R.



Figure 3.2 Examples of preferred external colours, materials and finishes.

3.3 Identical Façade Assessment

In order to protect your and your neighbor's investment, two dwellings of the same front facade design shall not be built within 5 dwelling lots of the subject property, this would include lots either side, opposite and other street frontages where applicable (Refer Figure 3.3). No concept designs and or façade only submissions will be accepted. I.e. submissions must include all information as requested on the Design Approval Application form to initiate the approval process.

The final facade assessment decision will be at the discretion of the M.D.R.



Figure 3.3 Facade Assessment

3.4 Environmentally Sustainable Design

This development encourages good environmental design as it positively contributes to the reduction of greenhouse gases, biodiversity, conservation and water cycle management and we encourage good environmentally sustainable design. Mandalay has been designed with a “Third Pipe” recycled water network that will provide each property with the opportunity of reducing demand on potable water resources.

3.5 Garages and Carports

It is preferred that where practicable, garages and carports be designed to minimise their visual impact to the streetscape. All garages must be constructed in harmony with the main dwelling by using materials and colours which reflect the overall architectural theme and vision of Mandalay. In assisting to minimise the visual impact of the garage as a dominant feature to the dwelling façade, the guidelines encourage roof construction of either garage or carport to be incorporated within the main roof form of the dwelling. This intention also extends to the appearance and materials proposed for the garage door to ensure it too reflects the visual connectivity with the proposed dwelling.

- ∞ The garage or carport must be constructed at the same time as the dwelling.
- ∞ Garages or carports located on the primary street frontage must be located either on the side boundary or within 1.5 metres of that side boundary unless otherwise noted or approved to vary this guideline by the M.D.R.
- ∞ Garages or carports located on the primary street frontage of a corner lot (excluding a dual frontage lot) must also be located a minimum of 0.5 metres behind the primary frontage façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- ∞ Where garages or carports are located on the secondary street frontage of a corner lot (unless otherwise shown on the plan of subdivision), they must be Setback 5.0 metres from that secondary street boundary and located on or within 1.5 metres of the rear boundary.
- ∞ Swing in garages or carports may be permitted subject to special consideration by the M.D.R. The standard front setbacks will still apply. All garage or carport walls addressing primary street frontage must be designed to address the said street frontage. i.e. with the inclusion of windows, first floor construction directly over, building articulation, combined roof forms and material finishes that compliment the adjoining dwelling. (Refer Figure 3.4)
- ∞ Unenclosed sides of garages or carports are not permitted to face a street frontage but may be located behind garages and residences. The M.D.R. reserves the right to limit the area of an unenclosed garage or carport under roof.
- ∞ Garage or carport design must match or complement the home in respect to materials, roof pitch, design, colour, external appearance and quality of construction.
- ∞ Individual garage doors shall not be more than 6 metres in width. Roller doors are not permitted.
- ∞ The garage or carport must be capable of accommodating a minimum of two vehicles. Golf carts must be parked in a garage, carport or a specific storage area to ensure that the cart is out of public view whenever not being used.
- ∞ 3 car garages will be assessed on their merits; and should be integrated into the body of the dwelling, with a door of not more than 5M to the double car accommodation incorporating an additional single door to the single garage element and setback a minimum of 500mm from the face of the adjacent garage.



Figure 3.5



Figure 3.5a Examples of approved garage doors.

3.6 Driveways and Paving

- ∞ Driveways must be fully constructed prior to occupying the dwelling.
- ∞ A colour sample of the proposed driveway material must be provided with the application submission. Plain colour concrete driveways will not be permitted. Exposed aggregate drives are encouraged as they integrate well within the landscape.
- ∞ Driveways shall not exceed 4.5 metres in width at the street crossover and can taper to the maximum width of the garage door or doors.
- ∞ Driveways will have a minimum 0.4 metres setback from the side boundary for landscaping irrespective of whether the side boundary is fenced or not.

The incorporation of cart storage and vehicle parking as part of the garage design is recommended. Cart dimensions will vary between manufactures.

It is recommended that you install a 0.1 metre diameter PVC conduit under the driveway to accommodate future irrigation requirements for the garden bed required between the driveway and side boundary.

- Driveways must be constructed of:
- ∞ Brick and/or concrete pavers;
 - ∞ Coloured concrete;
 - ∞ Saw-cut coloured concrete;
 - ∞ Concrete with exposed aggregate;
 - ∞ Asphalt with brick borders.

Exposed aggregate



Concrete pavers/Saw-cut coloured concrete



Figure 3.6 Examples of approved driveway finishes.

3.7 Letterboxes

Letterboxes should be designed to compliment and match the dwelling, using the similar materials, colours and finishes. Single post supporting letterboxes will not be permitted.



Figure 3.7 Examples of approved letterboxes.

4.0 FENCING

The fencing of your home and that of your neighbour will affect the overall aesthetics of the Mandalay Estate as it plays an important role in the general definition of the streetscape and transition between public and private spaces. Whilst fencing is intended to provide privacy and a sense of security between dwellings it will not be permitted along main street frontages and within the main front setback of the proposed dwelling.

4.1 Front Fencing

Unless constructed by the Developer or with the prior approval of the M.D.R. no fences shall be constructed along the front or street boundary, or within primary frontage setback.

4.2 Typical Side and Rear Fencing (unless otherwise specified)

Unless otherwise specified in these guidelines, fence construction between adjoining lots must be general accordance with figure 4.2 below, and must finish a minimum of 1 metre behind the primary street frontage façade.

Fences between adjoining lots must be constructed from timber palings and must have timber capping with timber posts exposed to both sides of the fence as per Figure 4.2.

Adjoining owners are solely responsible for the construction and maintenance or replacement of fencing between adjoining lots.

No side fences are to occur within the front garden.

Subject to the approval of the M.D.R., retaining walls or courtyard defining walls may be acceptable in the zone between the front boundary and the front of the dwelling, but must be complimentary in material finish and design to the main dwelling.

For screening and service yards, additional timber fences are acceptable if setback not less than 1 metre from the relevant front corner of the dwelling and are to be in accordance with the Mandalay timber fencing details.

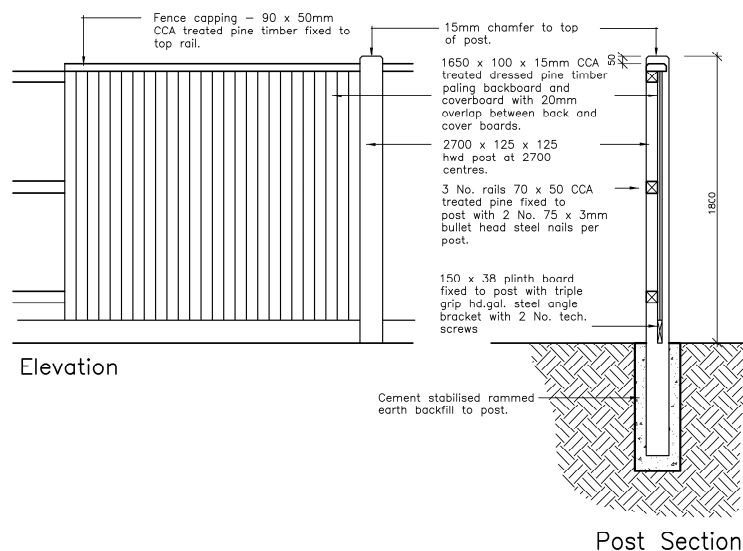


Figure 4.2 typical side & rear fencing

4.3 Corner Lot Fencing

Corner timber fencing (abutting a road reserve or park) will be provided by the developer, constructed in accordance with Mandalay fencing options and will;

- ∞ Not exceed 1.8 metres in height and constructed in accordance with the approved Mandalay timber fencing details. Figure 4.3.
- ∞ Remain at least 1 metre behind the front facade and return to abut the dwelling. This fencing must also be setback behind the corner treatment.
- ∞ Wherever permitted, gates (constructed at expense of purchaser) must be consistent with the adjoining fencing details.

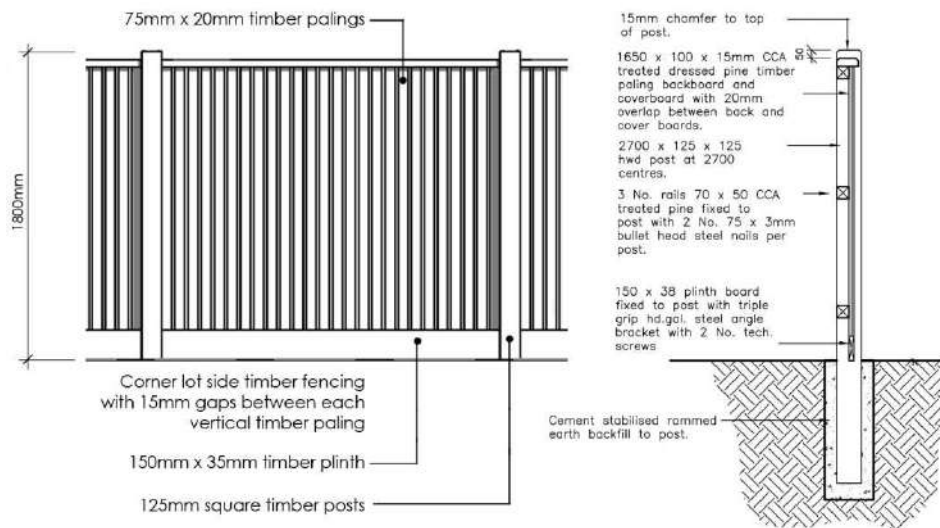
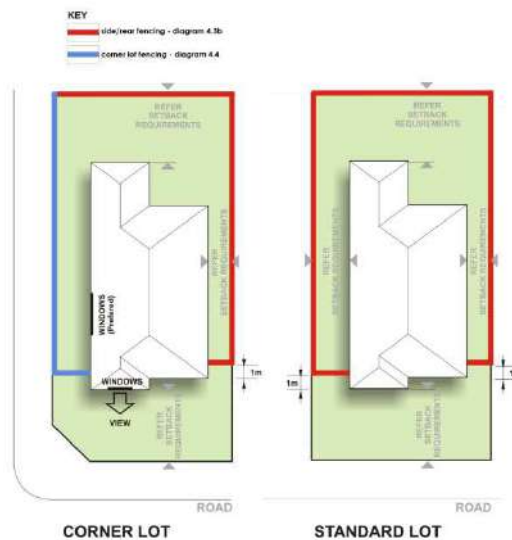


Figure 4.3 corner lot fencing

4.4 Fencing Template

Corner and standard lot fencing plan can be adopted by the owner by signing and attaching this plan and those of diagrams 4.2, 4.3 and 4.4 with the application form submission as an endorsement that the fencing will be carried out as per the Mandalay fencing requirements



4.4 Fencing (template) locations for standard and corner lots

4.5 Golf Lot Fencing

All fencing to the boundaries of golf lots that adjoin the golf course will be installed by the developer at no expense to the purchaser. The fencing will be no higher than 1.5m above the natural finished surface level and constructed using post and rail framework infilled with black PVC coated steel fencing. The bottom rail of the fence construction will be used as the plinth runner.

The developer will also provide gate access to selected allotments that are connected with paths accessing the golf course. No gates will be allowed in fences addressing the golf course unless they open onto a designated pedestrian path. Wherever allowed, gates must be consistent with fence details and subject to the M.D.R. approval.

If a lot already has a fence or wall being part of a fence or wall erected by the developer, the owner must not remove, damage or disfigure it and must maintain it in good condition.



Figure 4.5 Typical Golf Lot Fencing Detail

Notes for construction/materials:
2 Metre spacing for posts
Overall fence height is not to exceed 1500mm from natural ground level
Posts are to be black powder coated (50X50 square section steel)

5.0 PLUMBING & ANCILLARY EQUIPMENT

5.1 Plumbing

Mandalay has been designed with a "Third Pipe" recycled water network that will enable each property to reduce the demand of potable water resources. Dwellings must connect all toilets to the "Third Pipe" recycled water network and provide a minimum of two garden tap outlets, one to the frontage area of the site and the other in the rear area of the site. All garden tap outlets must be connected to the "Third Pipe" recycled water network and colour coded accordingly.

- ∞ All external plumbing including spa pumps/motors are to be concealed from public view. Downpipes and gutters are exempt from this requirement.
- ∞ No exposed plumbing waste piping is permitted.
- ∞ Gutters and downpipe treatment must compliment the house colour.
- ∞ Taps, including recycled water taps are not to be free standing and are to be wall or fence mounted.

5.2 Rain Water Tanks

Rain water tanks are encouraged as an environmental initiative however they must be positioned and or screened to restrict them from public view.

5.3 Air Conditioning Units

- ∞ Air-conditioning units and exposed components thereof are to be located below the roof ridge line and towards the rear of the property to minimise visual impact. They are to be colour toned to match adjoining wall or roof colour. The units shall be of low profile type and wherever appropriate, be fitted with noise baffles.
- ∞ Final position of units to be considerate of lot location i.e. golf course, park land etc. In these areas air-conditioning units should be positioned to minimise visual impact.

5.4 TV Antennae and Satellite Dishes

The Mandalay estate has been equipped with the provision of an optical fibre network enabling the supply of free to air digital and pay television. Therefore TV antennae and other related receivers will generally not be required.

In the unlikely event that an antennae and satellite dish installation (maximum 1 metre diameter) is required, it is to be located toward the rear of the dwelling and below the ridgeline. The intent is to minimize the visual impact from adjoining streetscape and general public areas.

- ∞ CB radio antennae will not be permitted.

5.5 Solar Water Heating

The Victorian Government supports the installation of solar hot water heaters through the Victorian Government Solar Hot Water Rebate Program. This is an efficient method of energy conservation and is highly encouraged. For more information visit the Sustainability Victoria website at www.sustainability.vic.gov.au.

Solar hot water piping for dwellings or swimming pools are permitted provided they are located on the roof and installed at the same pitch angle as the roof and where practical they are to be located at the rear of the property to minimise visual impact from public viewing. Tanks for such systems are not permitted to be located on the roof and must be screened from public view.

5.6 Water Efficiency

Water re-use and conservation in today's climate are very important considerations when designing your home. Solutions may include the use of rainwater tanks; low water use plants in the garden, water re-use systems and the use of low water use shower heads and toilets, etc. More information on these important issues can be obtained from Mitchell Shire Council, www.mitchellshire.vic.gov.au, or Yarra Valley Water, www.yvw.com.au.

5.7 Smart Wiring

Recognizing technological advancement in home communications and automation systems, the Mandalay estate has been equipped with an advanced Fibre to the premises (FTTP) network. Initially however it will be necessary for all dwellings to be provided with a lead in communications cable from the title boundary to the enclosure housing the network termination device (NTD). This is to be installed by an accredited electrician in accordance with OptiComms cable entry guidelines. Information in relation to the installation guidelines can be obtained by contacting the OptiComm help desk on 1300 137 800 or accessing the following link <http://www.opticomm.net.au/html/services.htm> Depending on your personal budget and lifestyle requirements, smart wiring will enable you to combine phone and fax lines, pay TV cabling, sound, computer and internet, intelligent lighting, security, home automation and much more at the one time and it gives the flexibility to add and change in the future without expensive re-wiring costs.

6.0 GENERAL DWELLING INFORMATION

6.1 Screening

To avoid detracting from the visual quality or the character of the streetscape unsightly items and equipment should be screened from the street and public view.

Ground mounted equipment such as heating and cooling units, hot water services including rubbish disposal containers etc shall be screened from public view and shall not be visible from the street, golf course or parkland.

6.2 Clothes Lines & Drying Areas

Clothes lines and drying areas shall be located so that they are not visible to public viewing. Consideration should be given to using an extend-a-line which can be stored when not in use.

6.3 Parking of Heavy Vehicles and Caravans etc.

Trucks or commercial vehicles (exceeding 1.5 tones), recreational vehicles, golf carts and caravans shall be screened from public view when parked or stored.

6.4 Property Settlement and Timing of Works

Construction of all dwellings must commence within twenty four (24) months of settlement and construction must be completed within twelve (12) months of work commencing.

Builders / Developers must settle within twelve (12) months of the Contract of Sale being signed. They must also lodge drawings of the proposed display home to the MDR for review within ninety (90) days of the Contract of Sale being signed. Construction of the dwelling must be completed within 300 calendar days after receiving developer's approval of the proposed display home.

These conditions can be varied by specific terms in the Contract of Sale.

6.5 Aluminium Roller Shutters to Windows

The use of aluminium roller shutters to windows is prohibited.

6.6 Window Furnishings

Internal window furnishings which can be viewed by the public must be fitted within three (3) months of occupancy. Sheets, blankets, or similar materials for which window furnishing is not their primary use, will not be permitted.

6.7 Maintenance of Lots

The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.

The Purchaser shall not place any rubbish including site excavations and building materials on adjoining land, reserves or in any waterway.

The Developer or its agents may enter upon and have access over a lot at any time without creating any liability for trespass or otherwise to remove for rubbish, maintain, slash or mow a lot and the Purchaser agrees to meet the Developer's reasonable costs of doing so.

6.8 Signage

Signage is not permitted on residential lots with the following exceptions:

- ∞ Display home signage with the written approval of M.D.R.

- ∞ Builders or tradespersons identification (maximum 600mm x 600mm) required during dwelling construction. These signs must be removed within 10 days of the issue of the Certificate of Occupancy.
- ∞ One sign only advertising the sale of a complete dwelling is permitted. These signs must be removed within 10 days of the property being sold.
- ∞ There are to be strictly no signs erected for the purposes of advertising the sale of a vacant lot other than any sign that relates to the sale of such lot by the Developer.
- ∞ Other signs may be permitted with approval of the M.D.R.

7.0 LANDSCAPING

The Developer will provide Mandalay residents with high quality landscaping to both the streetscapes and also individual lots. This investment in quality public and private landscaping adds significant value to any community. It not only promotes an attractive neighborhood but also improves the value of your dwelling. Appropriately designed gardens contribute in a positive way to the quality of the built environment.

Gardens will be environmentally responsive by utilizing appropriate drought tolerant sensitive plants, organic or mineral mulches and drip irrigation systems.

Included in the purchase of your land is a landscaped front garden where you will be given the opportunity to work with our landscape team to design a garden that is specifically tailored to meet your individual tastes. In order to commence construction of your garden you will need to contact the Mandalay Design Reviewer once you have requested Certificate for Occupancy from Council.

- ∞ You must contact the Mandalay Design Reviewer prior to obtaining CFO and advise that you are ready to meet with the landscape consultant.
- ∞ The Mandalay Design Reviewer will contact the nominated landscape Consultant and advise them of your position
- ∞ The Landscape consultant will contact you and make an appointment with you to go over the available options and tailor them to be more specific to your tastes.
- ∞ Once the plans have been drawn and approved by you the Developer will have a maximum of 6 months in which they must carry out those works to your front garden. This is to allow for specific periods of the year in which planting is not desirable.
- ∞ It will be your responsibility to keep the plants and shrubs / trees alive and establish the grass and maintain the garden once complete.



Figure 7.0 encouraged landscape elements

8.0 DESIGN & SITING GUIDELINES APPLICATION FORM

Lot No:

Street Address:

Owners Name:

Mobile: Email address:

Current Postal Address:

Home Ph: Business Ph:

Builder:

Contact Name & Number:

Mobile: Email address:

Documentation required to be submitted for approval to the Mandalay Design Reviewer:

Note: All to be provided in A3 format x 2 copies.

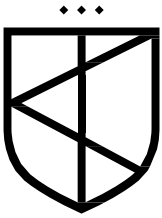
1. **Site Plan** (min scale 1:200) indicating date and reference number of drawing, north point, lot area calculation, habitable dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, and driveway location, clothesline, letterbox, water tank, and pool position if applicable. Vehicle crossover, driveway and building envelope if applicable.
2. **Floor Plans** (min scale 1:100) including north point, indicating all rooms and dimensions, windows, external doors, external fixtures and nominated floor levels, including roof plan with air conditioners and solar units noted.
3. **All Elevations** (min scale 1:100) indicating all wall and roof heights, all external finishes including garage door type, roof pitch, eaves depth, air conditioning units, solar units and all external buildings such as garden sheds, pergolas, etc. Relevant cross sections showing height of walls on boundaries; cut and fill details, including retaining walls where applicable.
4. **Fence** design drawings as per the Mandalay standard requirements: a plan with all dimensions including materials and heights. A fence design template is included in this document – If you select this option the client must attach and endorse the design template items 4.2, 4.3 and 4.4
5. **Schedule** of external colours and materials with colour chips or coloured photocopy for review by the MDR.
6. **An Energy Rating for the dwelling**

The Mandalay Design Reviewer will endeavour to assess proposals in the shortest possible time, generally within ten – fourteen (10 – 14) working days of receipt of a complete and compliant application. Delays will occur if the required information is not provided or incomplete. It is the responsibility of the owner and the owner's agent (builder or designer) to ensure complete documentation; no responsibility will be accepted by the MDR for incomplete submissions. Applications cannot be assessed until all of the above information is available. No facsimile or email submissions will be accepted. The Developer also reserves the right to request further information. It is the responsibility of the owner to ensure that the proposed building works comply with overlooking provisions as stated by local Council and State Government requirements i.e. ResCode.

Please submit the above documentation to:-

Mandalay Design Reviewer:

C/ Beveridge Property Developers
501 Blackburn Road
Mt. Waverley, Vic 3149



Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity
& results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This rule does not apply to-
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

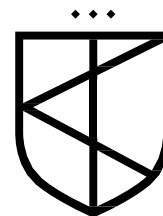
An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

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

1.5 Fire safety information

Caulfield
Level 1/204 Balaclava Road
Docklands
1308/401 Docklands Drive
Geelong
Level 1/27-31 Myers Street



A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees & Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3 Management & Administration

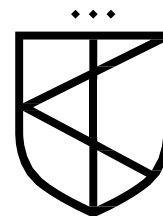
3.1 Metering of services and apportionment of costs of services

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Sub rule (2) does not apply if the concession or rebate –
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use or enjoyment of the common property by any other person entitled to use the common property



- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property
- (3) An approval under sub-rule (2) may state a period for which the approval is granted
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

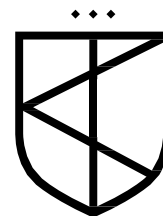
4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle –

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or
- (c) in any place other than parking area situated on common property specified for purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation



- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

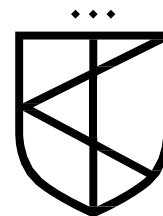
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.



- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

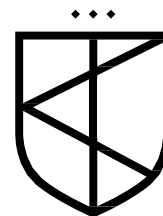
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

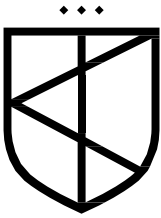
7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.



- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

.....



SCHEDULE FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

STANDARD RULES

Insight, integrity
& results.

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
- (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY Policy Number: 46A918445BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number: 46A918445BPK
Period of Insurance: From 30/06/2024 to 30/06/2025 at 4.00pm
Insured Name: OCPS 617320S
ABN Number 26 830 973 051

Liability Section		Sum Insured	Excess
Location:	430-450 MANDALAY CCT BEVERIDGE VIC 3753	Liability: \$20,000,000	
Type of Business:	COMMON GROUND LIABILITY	Property Owner: Yes	
		Property Damage Excess:	\$10,000

Interested Party: None Noted

Clauses

• 2G9

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.

Common Area means the area at your situation that is not part of any Lot.

Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

• SFT

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule

Commercial/Retail/Industrial Policy wording QM485-1122 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

Issued by: QBE Australia
Date Issued: 30. June 2024

End of Certificate.