PROPERTY AND ESTATE LAWYERS

Contract of Sale of Land

Augustine Australian Holdings Pty Ltd ACN 645 671 049 ATF Augustine Australian Holdings Unit Trust

Property: Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753

BH Property and Estate Lawyers Ground Floor
Suite 12, 2 Brandon Park Drive
WHEELERS HILL VIC 3150
Tel: 03 9805 2499
Fax: 03 9889 9793
PO BOX 5071, Pinewood VIC 3149
Ref: CM:4729-2026

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2026

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: .....
David Montanari Kristie Montanari

..... on ...../…..……/2026
Angelo Raffaele Sirianni

Print names(s) of person(s) signing: **Augustine Australian Holdings Pty Ltd ACN 645 671 049**

State nature of authority, if applicable: ....

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

Table of Contents

Particulars of Sale 5
Special Conditions 7
General Conditions 9

Particulars of Sale

Vendor's estate agent

Name:	Stone Real Estate						
Address:	1/75 Church Street Whittlesea						
Email:	whittlesea@stonerealestte.com.au						
Tel:		Mob:		Fax:		Ref:	

Vendor

Name:	Augustine Australian Holdings Pty Ltd ACN 645 671 049 ATF Augustine Australian Holdings Unit Trust
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	BH Property and Estate Lawyers						
Address:	Ground Floor, Suite 12, 2 Brandon Park Drive, Wheelers Hill VIC 3150 PO BOX 5071, Pinewood VIC 3149						
Email:	carmella@bandhlawyers.com.au						
Tel:	03 9805 2499	Mob:		Fax:	03 9889 9793	Ref:	4729-2026

Purchaser's estate agent

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

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12277	Folio	614	4124	PS 617320S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753

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

All fixtures and fittings of a permanent nature as inspected

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 26/08/2026.

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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 the last page; and*
- *attach additional pages if there is not enough space.*

1. Acknowledgement

The purchaser acknowledges and declares that the purchaser has purchased this property as a result of the purchasers own inspection and inquiry and that the purchaser has not relied on any representation or warranty of any nature made by or on behalf of the vendor or the vendors employees or agents.

2. Acceptance of Title

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.

3. Vendor's Loss and Damage

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:-

3.1 The cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;

3.2 Interest payable by the vendor under any existing mortgage over the property calculated from the due date of settlement;

3.3 Accommodation expenses necessarily incurred by the vendor;

3.4 Storage cost of the vendor's furniture and other possessions;

3.5 Legal costs and expenses as between Solicitor and client;

3.6 Penalties payable by the vendor through any delay in completion of the vendor's purchase of another property.

4. **Settlement**

Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of sale to the contract (due date) or request an extension to the due date, the purchaser must pay to the vendors legal representative an amount of $250.00 including GST representing the vendors additional legal cost and disbursements.

5. Foreign Investment Policy

5.1 In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into the contract the purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.

5.2 The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into the contract including any consequential loss.

6. Restriction

6.1 The purchaser acknowledges that by enquiry of the appropriate local authorities, the purchaser has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permit and consents) on and in respect of the land sold, and the use to which the land may be put and the development thereof.

6.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of the contact. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

6.3 The purchaser shall assume liability for compliance with any notice or orders relating to the property (other than those referring to the apportionable outgoings) which are made or issued on or after the date of sale and the purchaser shall assume liability arising therefrom and indemnifies the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the vendor.

7. Nomination

The costs of such nomination are fixed at $350.00 inclusive GST are accepted by the nominated purchaser as being reasonable and shall be payable by the nominated purchaser to the vendor's legal representative upon nomination by the purchaser and are payable at settlement.

8. Stamp duty and purchasers buying unequal interest:

8.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

8.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

8.3 The purchaser fully indemnifies the vendor, the vendor's agent and the vendor's legal representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

8.4 This Special Condition will not merge on completion.

9. Amendment

9.1 General Condition 12 is deleted.

9.2 General Condition 23.3 is amended to "Five business days prior to settlement the purchaser must provide to the vendor's legal representative all property certificates obtained by them to complete any adjustments and any other information obtained by them, including but not limited to Land Tax Clearance Certificate, at the time of submission of the adjustment. Failure to provide the statement of adjustments and supporting certificates with five business days prior to settlement the purchaser will be liable to pay the vendors representative an amount of $80.00 plus GST representing the vendors additional legal cost."

9.3 General Condition 31.1, 31.4, 31.5 and 31.6 are deleted.

9.4 General Condition 33 shall be amended by replacing the words "2% per annum" with the words "5% per annum".

9.5 General Condition 23, the expression "periodic outgoings" does not include any amount to which section 10G of the *Sale of Land Act 1962* applies.

9.6 General Condition 28 does not apply to any amount to which section 10G or 10H of the *Sale of Land Act 1962* applies.

10. Condition of the Property

The purchaser acknowledges that:

10.1 The vendor makes no representation that the improvements to the land sold or any alternations or additions thereto comply with the requirements of the relevant Responsible Authorities.

10.2 Having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that the purchaser is purchasing the property in its present condition and state of repair and that the vendor is under no liability or obligation to the purchaser to carry out any repairs, renovations, alternations or improvements to the property sold.

10.3 The vendor is not required to remove, repair or reinstate any hooks, brackets, mounts, fixings, shelving systems, cabling or other devices affixed to the walls or ceilings of the property at any time prior to settlement. If any such items are removed by or on behalf of the vendor prior to settlement, the vendor is not required to fill, patch, sand, repaint or otherwise make good any resulting marks, holes or damage to the walls or ceilings. The purchaser must not delay settlement or withhold any part of the purchase price by reason of the matters in this clause 10.3.

10.4 There are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the vendor or its agents which induced the purchaser to enter into the contract. The purchaser further acknowledged that the vendor has not nor has anyone on the vendor's behalf made any representation or warranty as to the fitness for any purpose or in relation to any other matter in respect to the property sold and the purchaser expressly releases the vendor and or its servants or agents from any claim or demands in respect thereof.

10.5 The vendor makes no representation that any pool, pond, fountain, spa or smoke detector complies with the relevant regulations and the purchaser buys and accept the same (if any) as is and will make no claim for compensation nor requisition in this regard.

10.6 The vendor makes no warranties as to the condition of the solar panels, state of repair, fitness for the purpose for which they were installed, or in regard to any PV solar feed into the electricity grid, storage (if any) or any other benefit arising from the electricity generated by the solar panels. The purchaser agrees to indemnity and keeps indemnified the vendor against any non-compliance of any regulation by the vendor from the date of sale.

10.7 The chattels sold are sold without any warranties or conditions and the chattels in the property shall not pass to the purchaser until payment in full of the purchase price.

General Conditions

Contract Signing

1 **ELECTRONIC SIGNATURE**

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 **ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 **VENDOR WARRANTIES**

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

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

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

7 **IDENTITY OF THE LAND**

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8 **SERVICES**

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9 CONSENTS

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

10 TRANSFER & DUTY

10.1 The Purchaser must prepare and deliver to the Vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties 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 the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14 DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipients authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15 DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16 BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17 SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18 ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,

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

(c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19 GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20 LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21 BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22 PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23 ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14 -D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14 -215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14 -235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the * *supply* for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14 -255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14 -255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract * *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16 -30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if*:*

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth).*

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

Transactional

26 TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28 NOTICES

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

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

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

29 INSPECTION

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

30 TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32 BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

From: Augustine Australian Holdings Pty Ltd ACN 645 671 049, Apartment 601, 456H+MQ2 Al Sufouh, Al Sufouh 1 Dubai, United Arab Emirates

Property Address: Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753
Lot: 4124 Plan of subdivision: 617320S

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Signed for an on behalf of the Vendor: *BH Property and Estate Lawyers*

GUARANTEE AND INDEMNITY

THE GUARANTORS whose names and addresses are set out in the Schedule ("the Guarantors") in consideration of the Vendor named in the Schedule selling to the Purchaser named in the Schedule at our request and the property described in the Contract to which the Guarantee relates ("the Contract") for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective executors and administrators jointly and severally COVENANT with the Vendor that if at any time default is made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the Contract or in the performance or observance of any term or conditions of the Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit, residue of purchase money, interest, charges or other moneys which are then due and payable to the Vendor and shall keep the Vendor indemnified against all loss of purchase money, interest and other moneys payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of the default or repudiation on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or in enforcing the performance or observance of any of the agreements, obligations or conditions under the Contract or by time being given to the Purchaser for any such payment, performance or observance or by anything else which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

SCHEDULE

1. Guarantors:-

2 The Vendor:-

3 The Purchaser:-

IN WITNESS whereof the Guarantors have executed this Guarantee the day of 20

SIGNED SEALED ANDDELIVERED by the Guarantors in the presence of:-)

_____

_____

Witness

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	LOT 4124, 318 MANDALAY CIRCUIT, BEVERIDGE VIC 3753

Vendor's name	Augustine Australian Holdings Pty Ltd ACN 645 671 049 ATF Augustine Australian Holdings Unit Trust	Date 04/09/2026
Vendor's signature	David Montanari _____ David Montanari	02/09/2026 Kristie Montanari
	A Sirianni 01/09/2026 _____ Angelo Raffaele Sirianni	

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)

Are contained in the attached certificates.

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

To the best of the vendors knowledge there are no such charges. However, the vendor has no means of knowing all charges that may be imposed on the property under any Act unless they are communicated to the vendor.

1.3 **Terms Contract**

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

Not applicable

1.4 **Sale Subject to Mortgage**

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

Not applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable

2.2 **Owner Builder**

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

Not applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any 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 regulations made under 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:

None to the knowledge of the vendor

4.2 **Agricultural Chemicals**

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

Nil

4.3 **Compulsory Acquisition**

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

Nil

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location"

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not applicable

10.2 **Staged Subdivision**

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

Not applicable

10.3 **Further Plan of Subdivision**

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m²; (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.

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

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.

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

VOLUME 12277 FOLIO 614 Security no : 124137281502E
Produced 05/08/2026 08:35 AM

LAND DESCRIPTION

Lot 4124 on Plan of Subdivision 617320S.
PARENT TITLE Volume 12095 Folio 318
Created by instrument PS617320S Stage 41 14/01/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AUGUSTINE AUSTRALIAN HOLDINGS PTY LTD of 16 TERRY CLOSE NARRE WARREN VIC 3805
AU074957T 23/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU074958R 23/02/2021
MACQUARIE BANK LTD

COVENANT PS617320S 14/01/2021

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

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: 318 MANDALAY CIRCUIT BEVERIDGE VIC 3753

Delivered from the LANDATA® System by InfoTrack Pty Ltd

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 23/02/2021

OWNERS CORPORATIONS

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

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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)	**109**
Document Assembled	**23/02/2026 11:15**

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.

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 1 of 109

PLAN OF SUBDIVISION

EDITION 66

PS 617320S

LOCATION OF LAND

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

Council Name: MITCHELL SHIRE COUNCIL

VESTING OF ROADS AND/OR RESERVES

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

STAGING:
This is a staged subdivision.

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

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:

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

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

TANGENT POINTS ARE SHOWN THUS:

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

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

EASEMENT INFORMATION

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

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

MANDALAY

MASTERPLAN

LICENSED SURVEYOR: ANDREW J. REAY

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

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

ORIGINAL SHEET SIZE: A3
SHEET 1 OF 104

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 2 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S

Easement Information

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

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

MANDALAY

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

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 2

Original sheet size A3

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 3 of 109

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

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

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
SHEET 3

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 4 of 109

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, 99
Lots 4801 to 4838	86, 99
Lots 4901 to 4927	89, 91, 92, 93, 97
Lots 5001 to 5021	91, 92, 93, 97

LOT OR RESERVE NUMBER	SHEET NUMBER
Lots 5101 to 5128	86, 91, 92, 93, 99
Lots 5201 to 5231	83, 86, 91, 94, 98, 99
Lots 5301 to 5335	94 - 99
Lots 5401 to 5438	95, 96
Lots 5501 to 5535	94, 95, 96
Lots 5601 to 5640	89, 92, 93, 97
Lots 6001 to 6017	58
Lots 6101 to 6129	57
Lots 6301 to 6317	63
Lots 6401 to 6451	87, 88
Lots 6501 to 6519	78
Lots 6601 to 6623	89, 92
Lots 6701 to 6727	90
Lots 8101 to 8149	42, 43, 44, 69
Lots 9701 to 9711	47
S3	7
S34	37, 39, 72, 75
S71 (PART 1)	6, 30, 36, 38, 39, 40, 47, 55, 87 - 90, 92, 97
S71 (PART 2)	6, 26, 27, 46
S71 (PART 3)	6, 25, 26, 34, 61, 62

LOT OR RESERVE NUMBER	SHEET NUMBER
Reserve No. 1 & 2	7
Reserve No. 3, 4 & 5	8
Reserve No. 4, 6, 7 & 8	9
Reserve No. 10 & 17	6
Reserve No. 11, 12 & 13	10
Reserve No. 13	11
Reserve No. 9, 13, 14, 15 & 16	12
Reserve No. 14	13
Reserve No. 17	30
Reserve No. 18, 19, 20, 21 & 22	14
Reserve No. 21	15
Reserve No. 19	16
Reserve No. 23	17
Reserve No. 24 & 25	18
Reserve No. 28, 29 & 30	20
Reserve No. 31 & 32	22
Reserve No. 27 & 33	26
Reserve No. 26	27
Reserve No. 34 & 35	28
Reserve No. 34	29
Reserve No. 35 & 36	31
Reserve No. 37	33
Reserve No. 38	37
Reserve No. 39 & 73	38
Reserve No. 40 & 41	41
Reserve No. 42	45
Reserve No. 43	47
Reserve No. 46	53
Reserve No. 47 & 48	59
Reserve No. 50	61
Reserve No. 51	62
Reserve No. 52	64
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

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

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
SHEET 4

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 5 of 109

PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

ROAD OR EASEMENT NUMBER	SHEET NUMBER
ROAD R1	7, 8, 9
ROAD R2	10, 11, 12, 13
ROAD R3	14, 15, 16
ROAD R4	17, 18
ROAD R5	19, 20
ROAD R6	21, 22
ROAD R7	23, 24
ROAD R8	25, 26
ROAD R9	37, 38
ROAD R12	76
ROAD R14	28, 29
ROAD R15	32, 33
ROAD R16	41
ROAD R17	30, 31
ROAD R18	49
ROAD R19	48
ROAD R20	45, 46
ROAD R21	50, 51
ROAD R23	38, 39, 75
ROAD R27	52, 53
ROAD R28	54
ROAD R29	56
ROAD R30	55
ROAD R31	59, 60
ROAD R32	61, 62
ROAD R33	64
ROAD R34	65, 66
ROAD R35	67
ROAD R36	70
ROAD R37	70, 71
ROAD R38	68, 72
ROAD R39	73
ROAD R40	74
ROAD R41	77
ROAD R42	79
ROAD R43	80, 81
ROAD R44	82
ROAD R45	85
ROAD R46	83, 84
ROAD R47	83, 94, 98
ROAD R48	86
ROAD R49	89, 91, 92, 97
ROAD R50	91, 92, 93, 97
ROAD R51	86, 91, 92, 93
ROAD R52	83, 86, 91, 94, 98, 99
ROAD R53	94 - 98
ROAD R54	94, 95, 96
ROAD R55	94, 95, 98
ROAD R56	89, 92, 93, 97
ROAD R60	58
ROAD R61	57
ROAD R63	63
ROAD R64	87, 88, 89
ROAD R65	78
ROAD R66	89
ROAD R67	90
ROAD R81	42, 43, 44
ROAD R97	47

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

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

MANDALAY

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

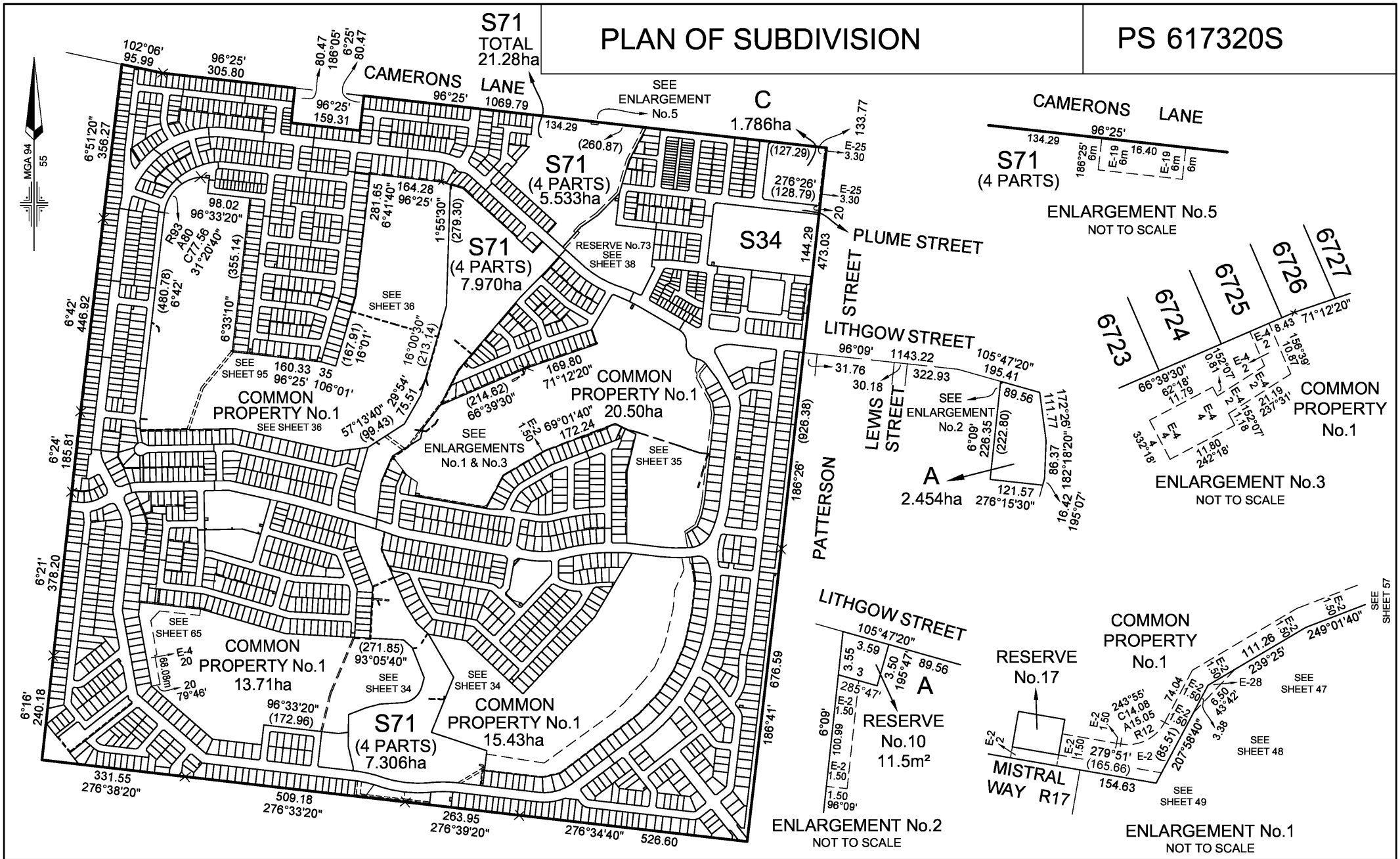
LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
SHEET 5

PLAN OF SUBDIVISION

PS 617320S



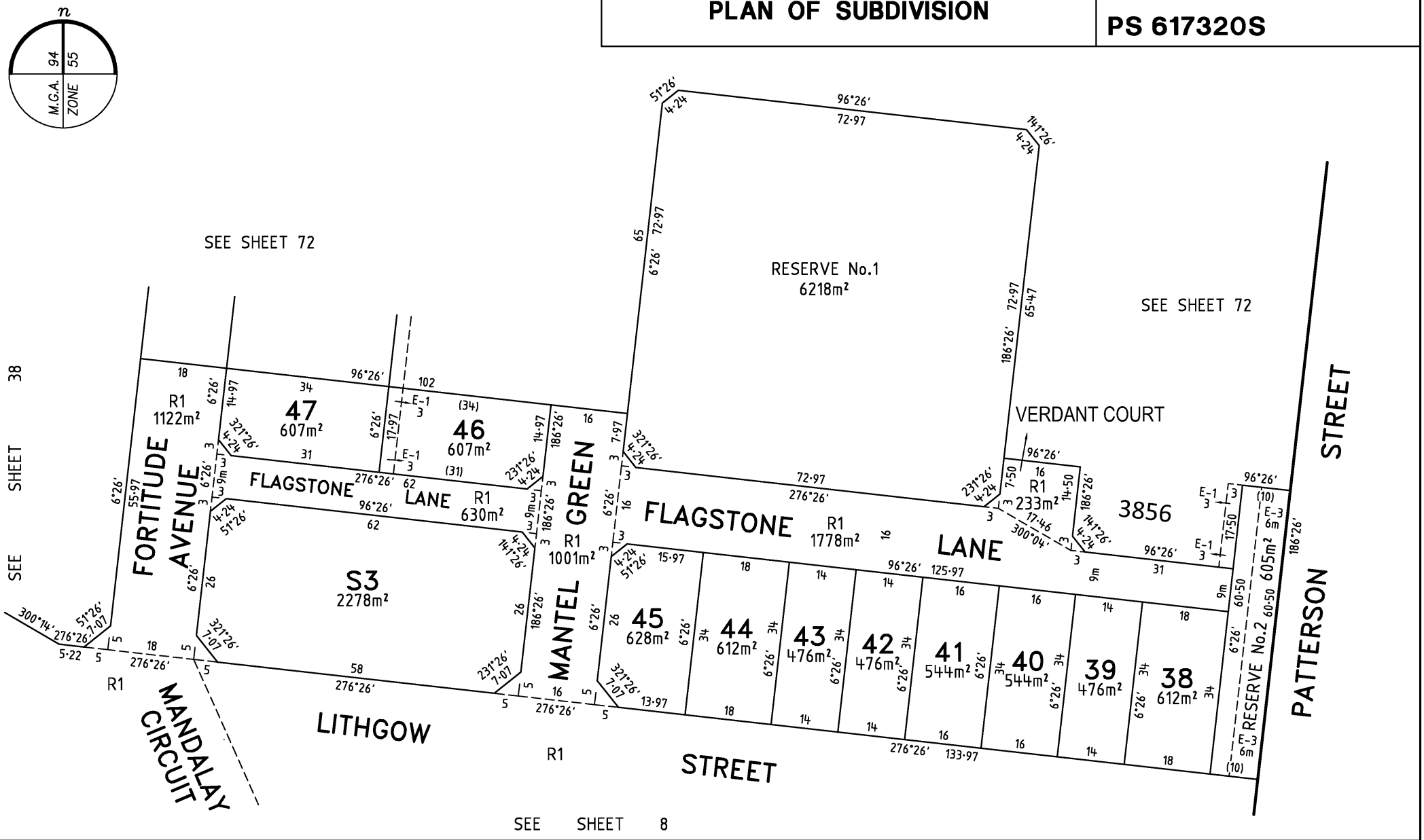
Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

MANDALAY	SCALE 1:8000	0 80 160 240 320 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
LICENSED SURVEYOR: ANDREW J. REAY			SHEET 6
DATE: 01/10/24 REFERENCE: AA0015			
DRAWING: CM0052AA DRAWN BY: BA			

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 6 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

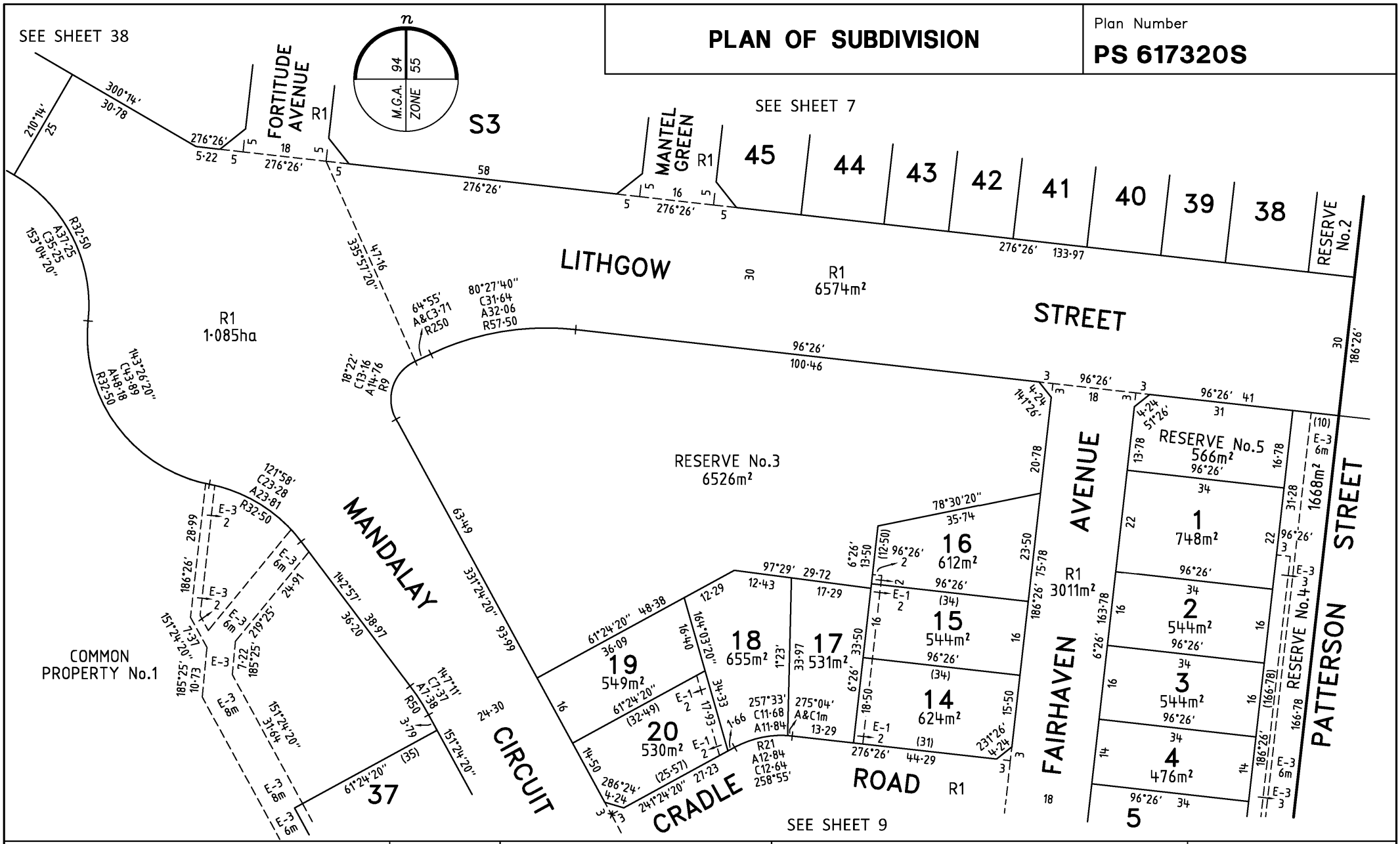
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 7

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 7 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	ORIGINAL SCALE 1:750 · SHEET SIZE A3	SCALE 7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 · DWG 2461035EA · 15/05/18 · VERSION A	Sheet 8

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

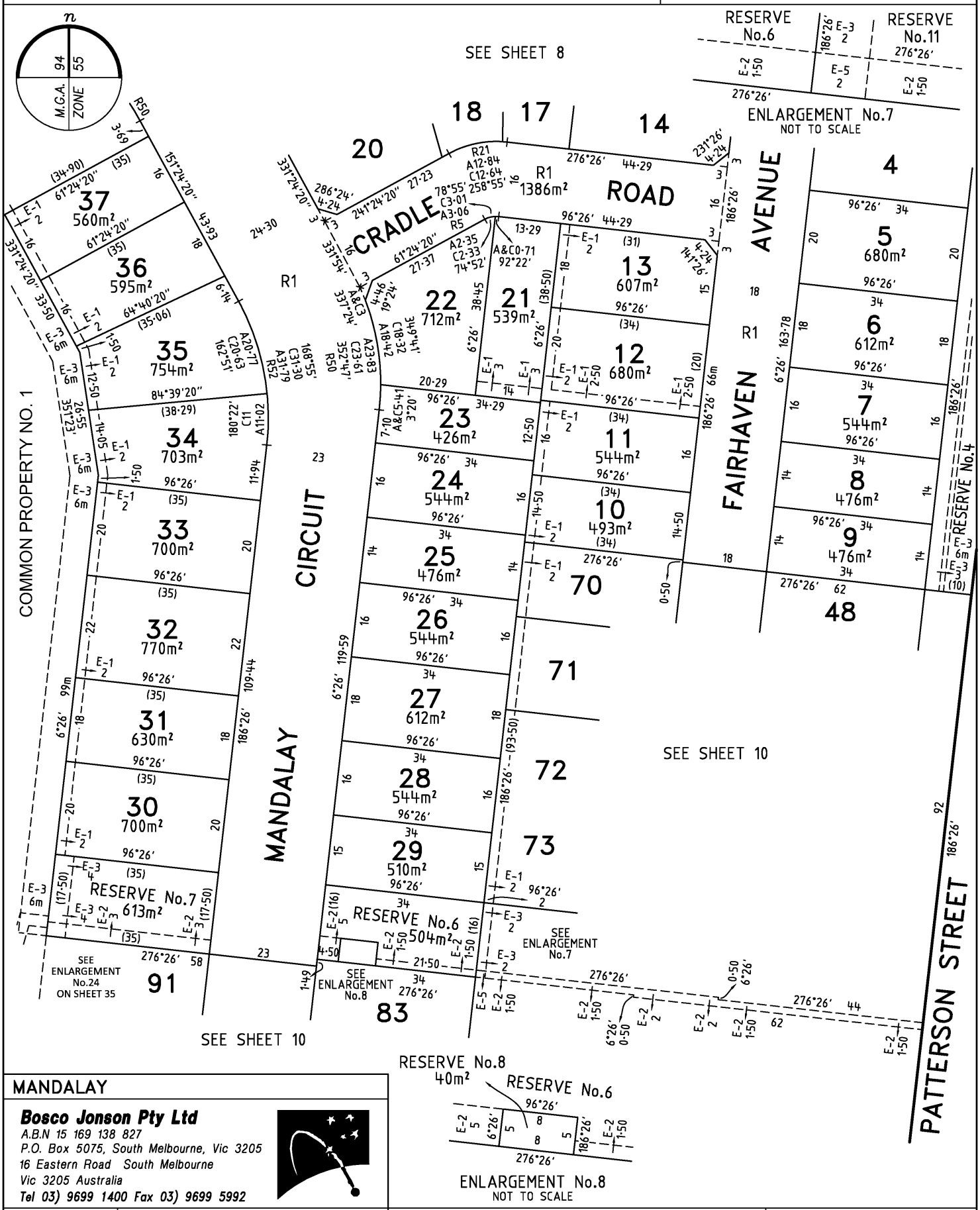
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 8 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 9 of 109

PLAN OF SUBDIVISION

Plan Number

PS 617320S



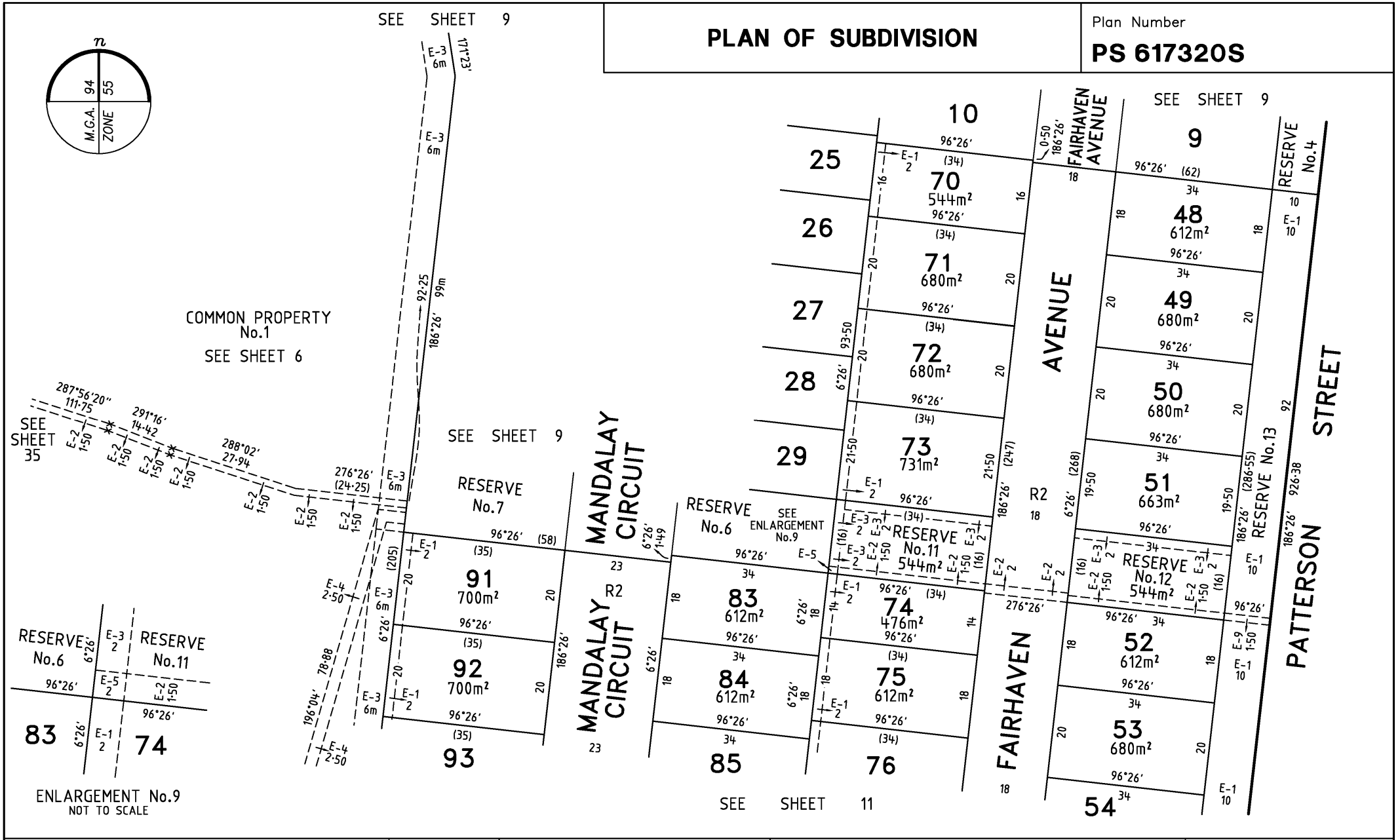
MANDALAY

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

ORIGINAL		SCALE		Sheet 9
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

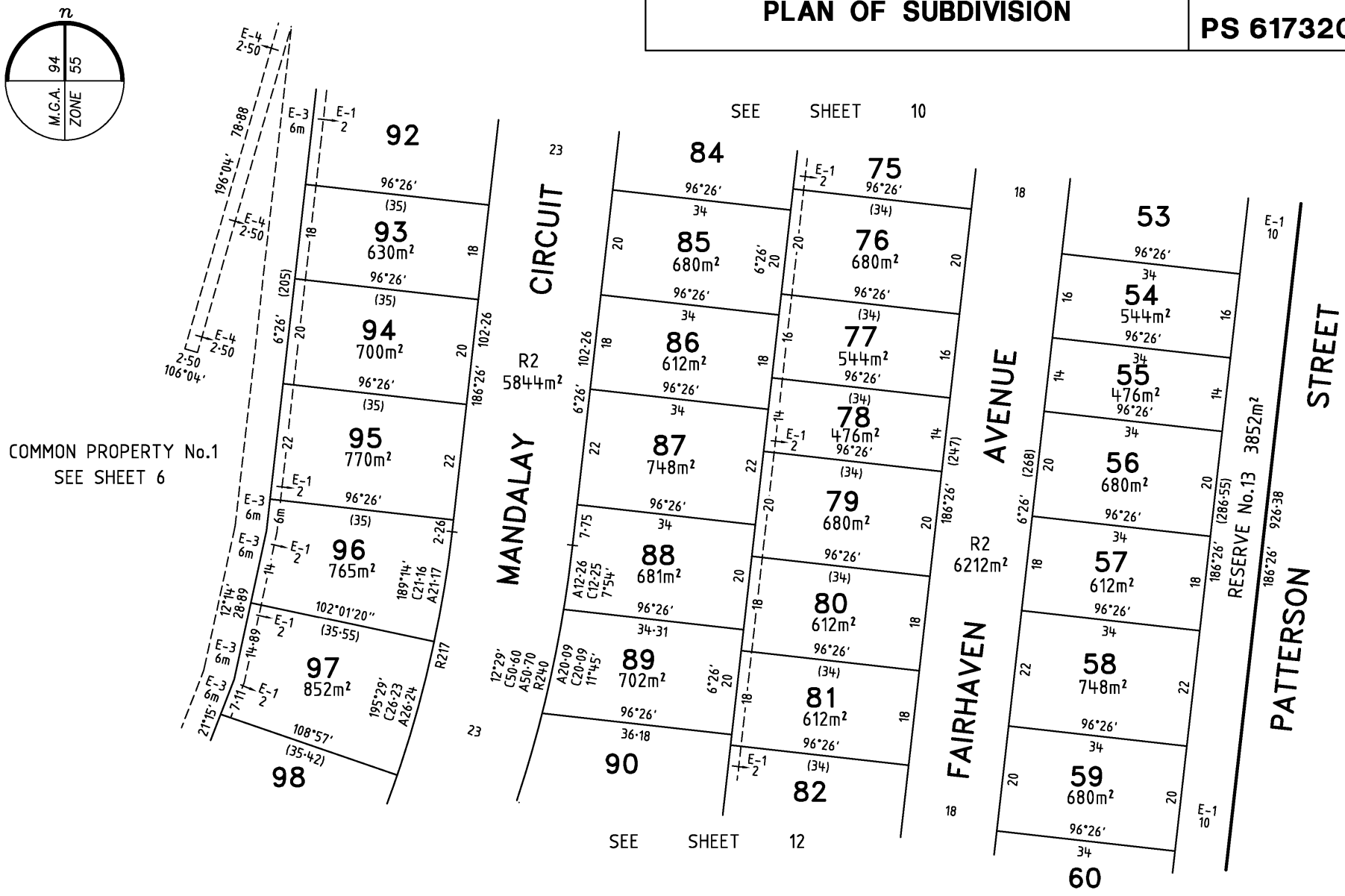
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 10

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 10 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S

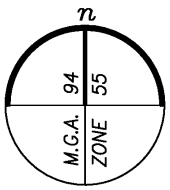


MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 11
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 11 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 11

SEE SHEET 11

COMMON PROPERTY No.1
SEE SHEET 6

97
98
948m²
99
843m²
RESERVE No.15
612m²
89
90
792m²
81
82
641m²
59
60
680m²
61
544m²
62
612m²
63
612m²
64
639m²
69
683m²
68
512m²
67
743m²
66
679m²
65
747m²
100
101
R2
1167m²
R2
1031m²
RESERVE No.14
SEE ENLARGEMENT No.11 ON SHEET 13
RESERVE No.16
770m²
RESERVE No.18
RESERVE No.19
RESERVE No.13
RESERVE No.9
18·4m²
64

CIRCUIT
FAIRHAVEN AVENUE
GOLF LINKS DRIVE
MANDALAY
PRIORY WAY
PATTERSON STREET
PATTERSON STREET
RESERVE No.13
STREET

SEE SHEET 14

SEE ENLARGEMENT No.10

ENLARGEMENT No.10
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
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

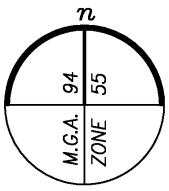
Sheet 12

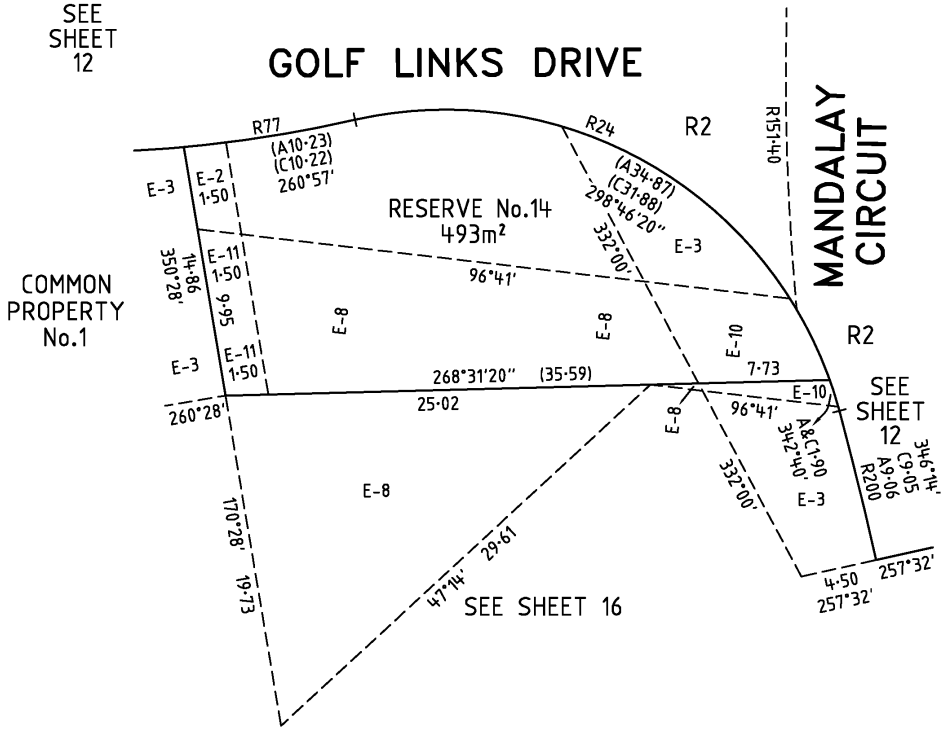
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 12 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 13 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S





ENLARGEMENT No.11
NOT TO SCALE

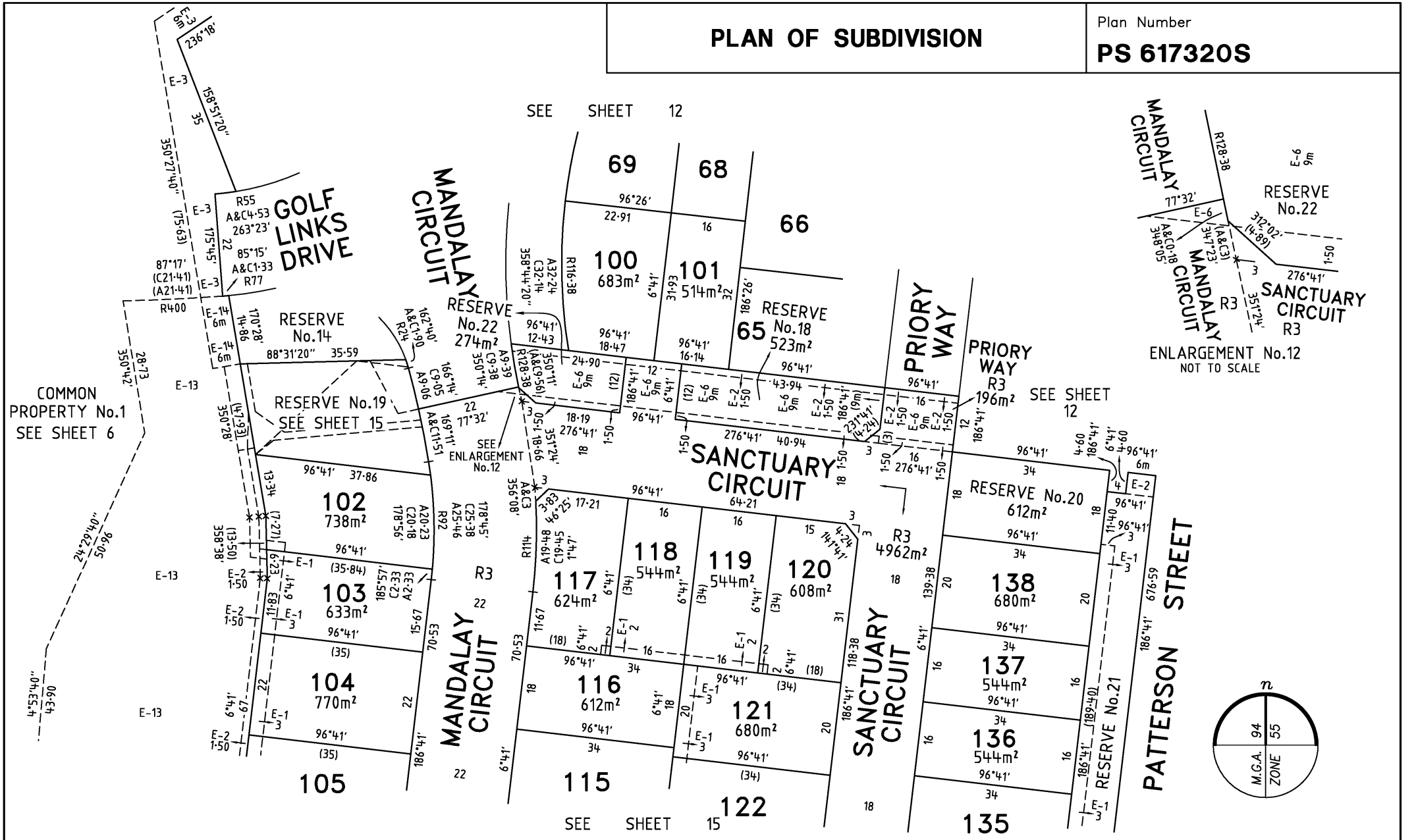
MANDALAY

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

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

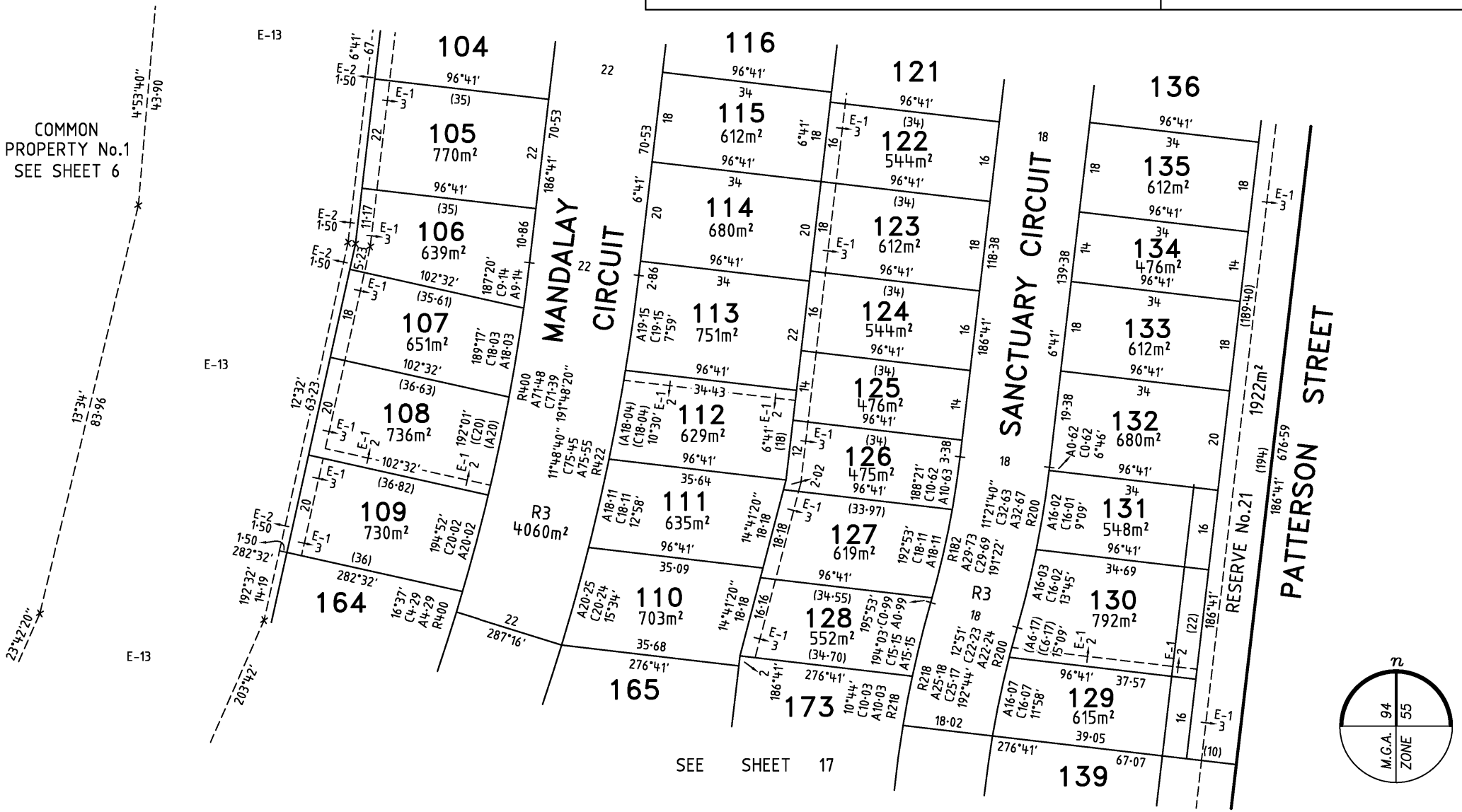
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 14

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 14 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

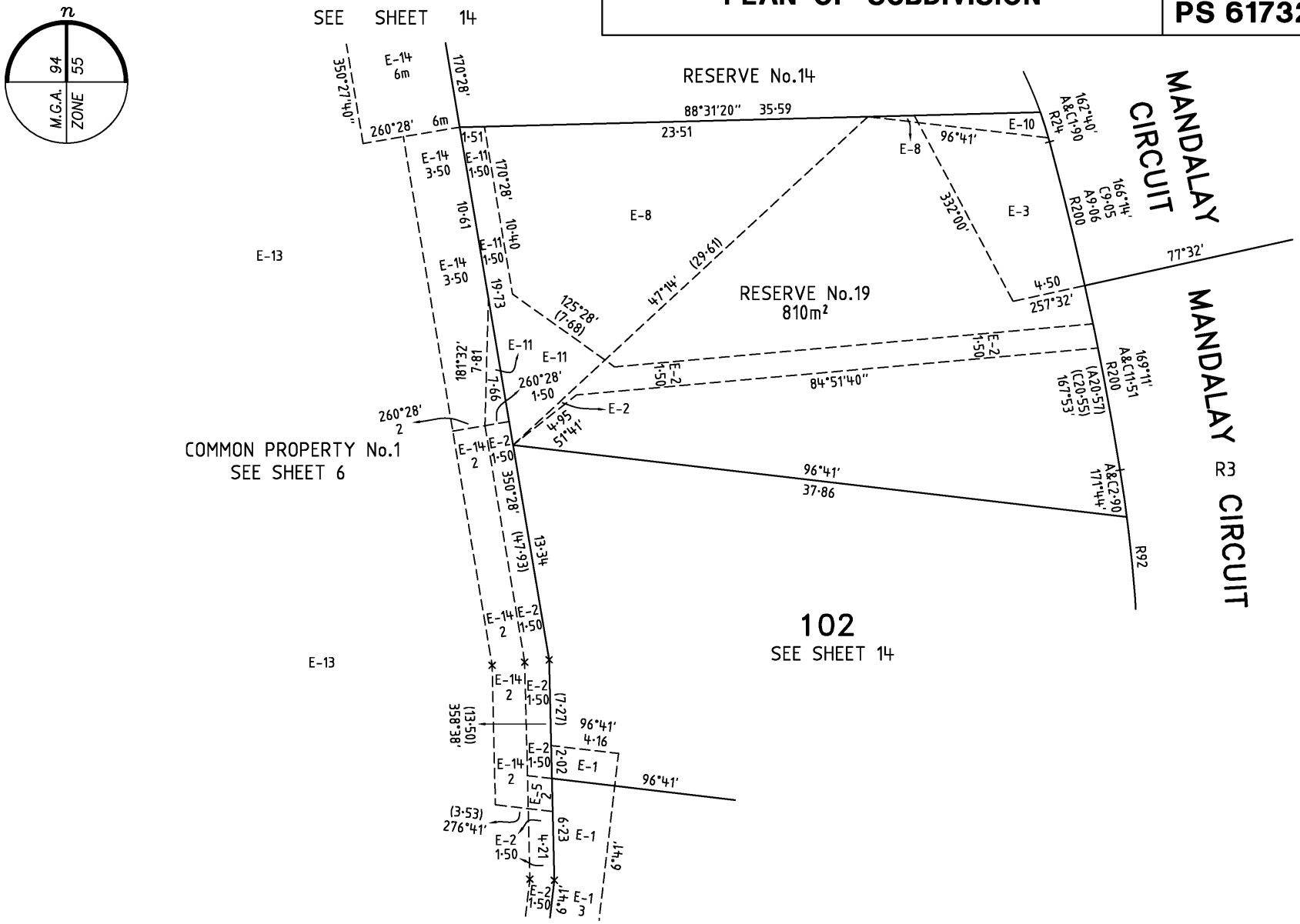
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 15

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 15 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S

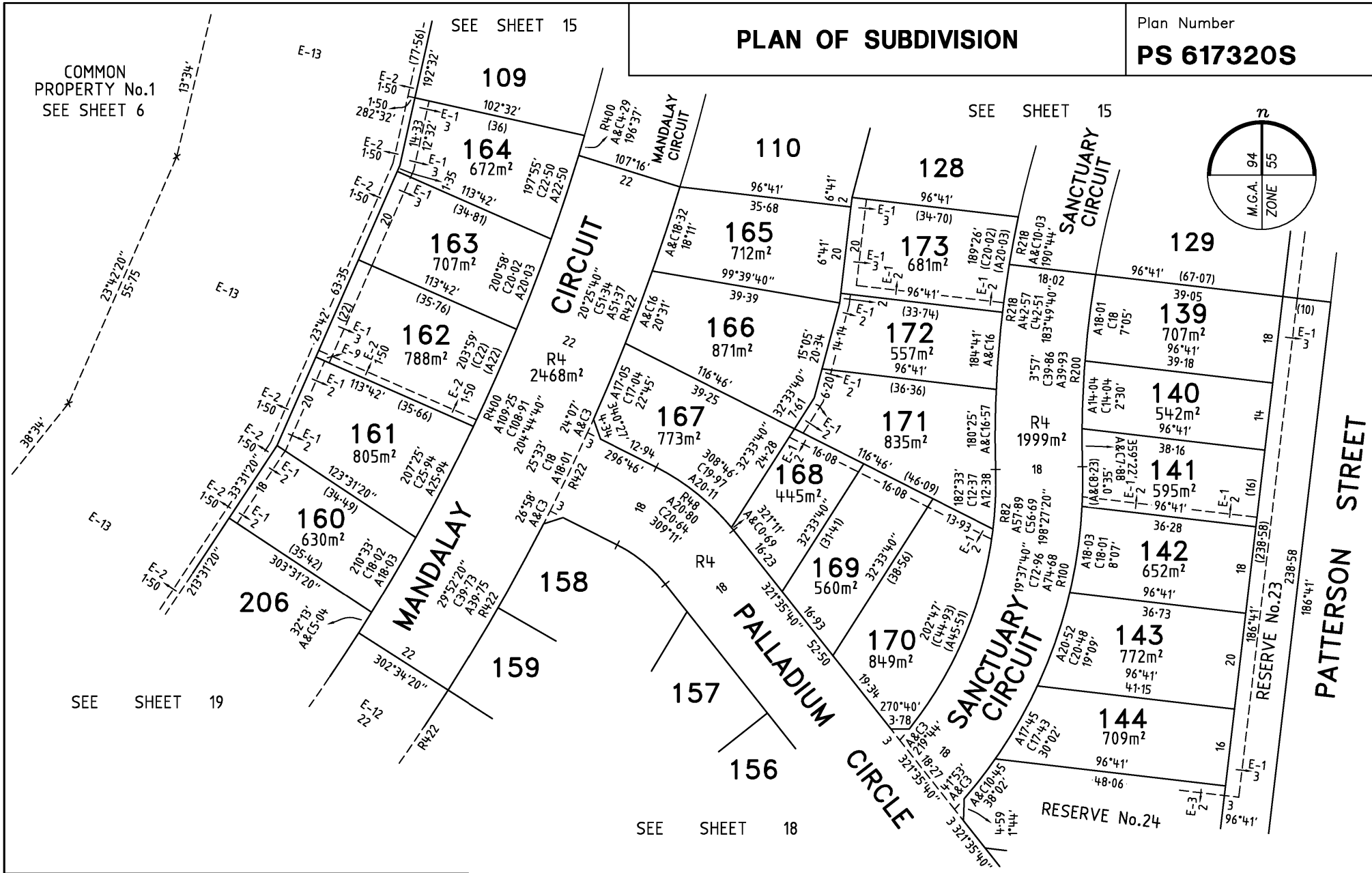


MANDALAY	ORIGINAL	SCALE		Sheet 16
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:250 / SHEET SIZE A3	2·5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 16 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	ORIGINAL SCALE 1:750 · SHEET SIZE 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 17

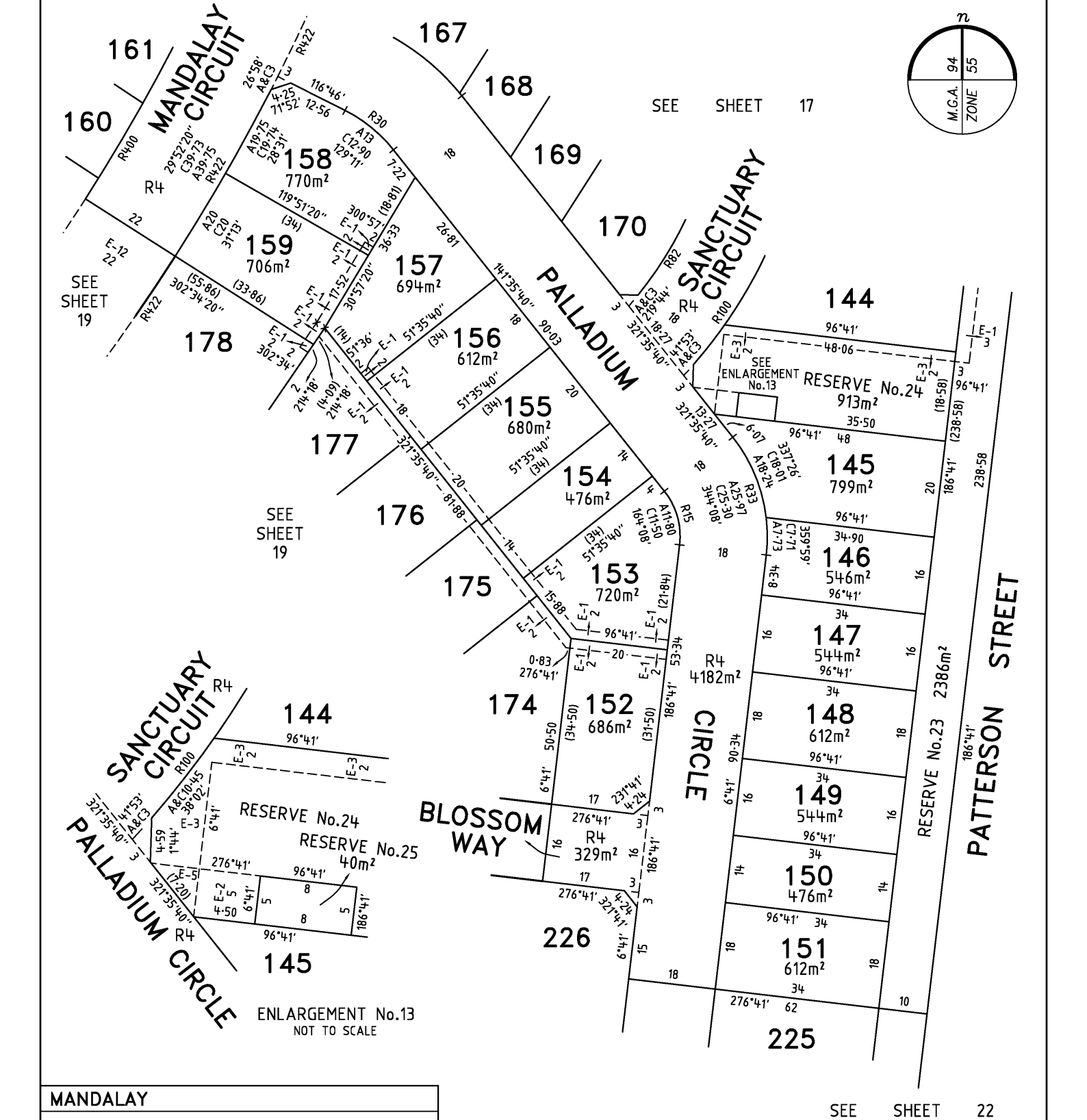
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 17 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 18 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

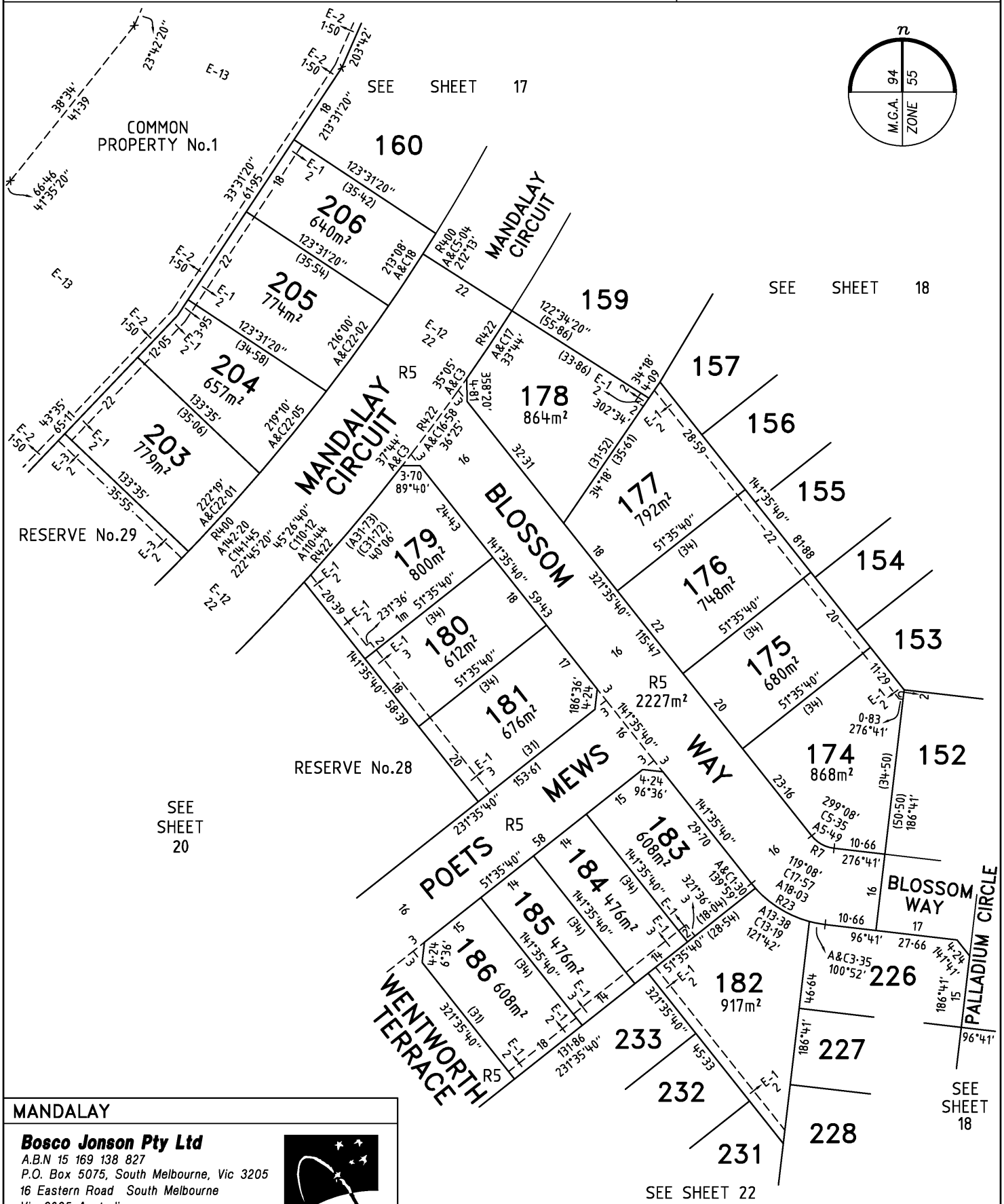
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 19 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

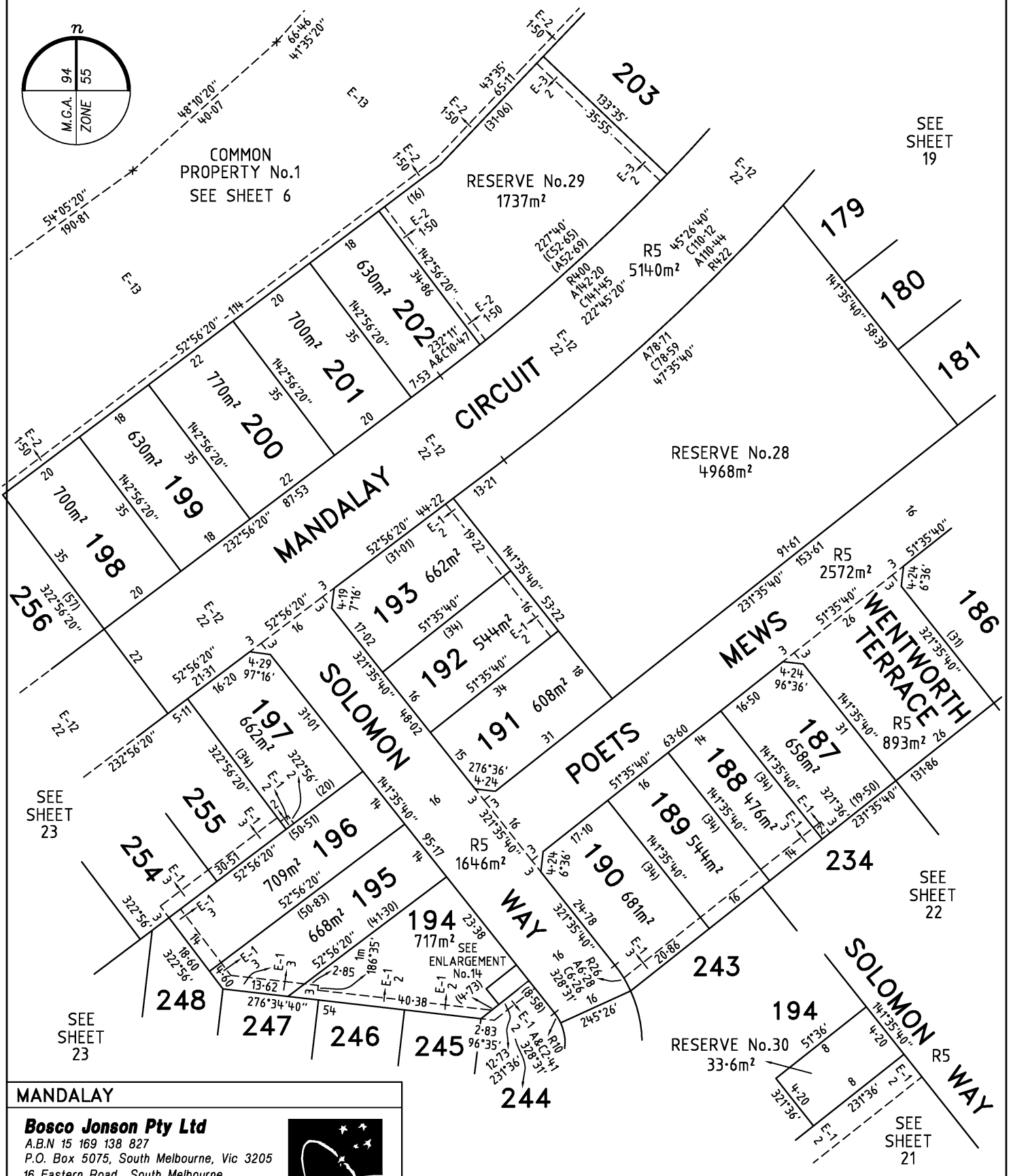
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 20 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

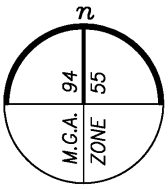
ENLARGEMENT No.14
NOT TO SCALE

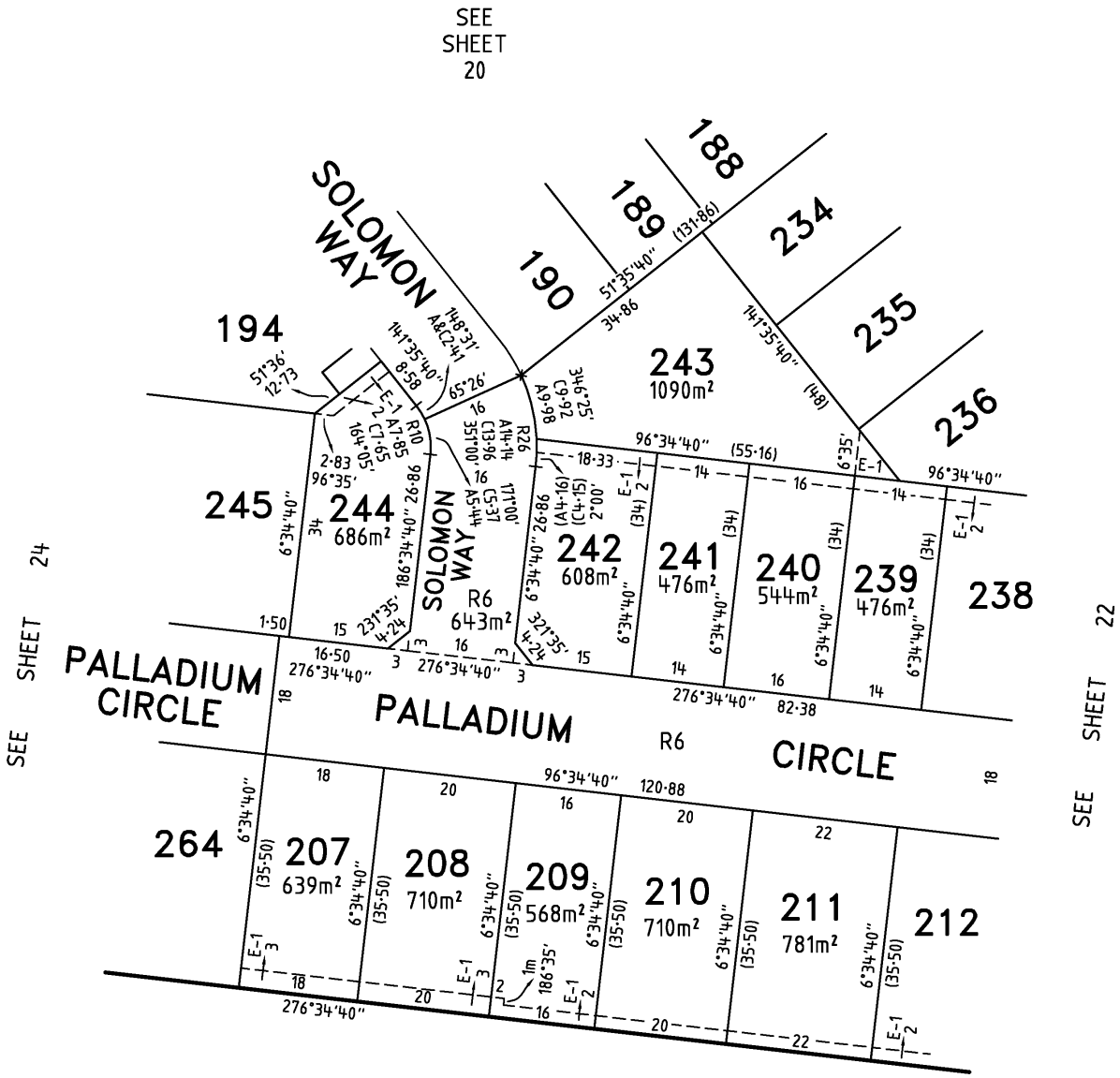
ORIGINAL		SCALE		Sheet 20
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED . . . . . DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 21 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S





MANDALAY

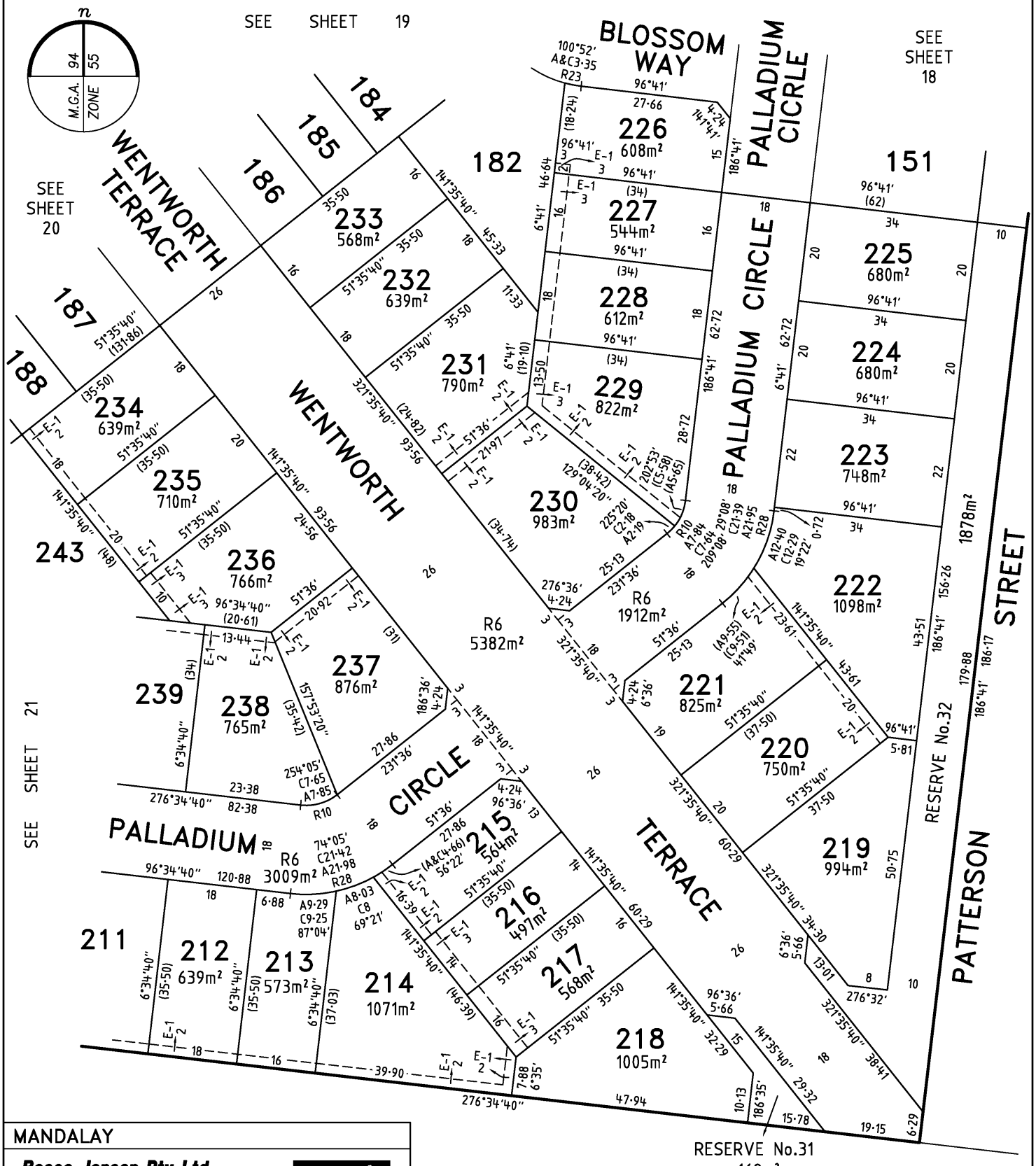
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 21
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 22 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

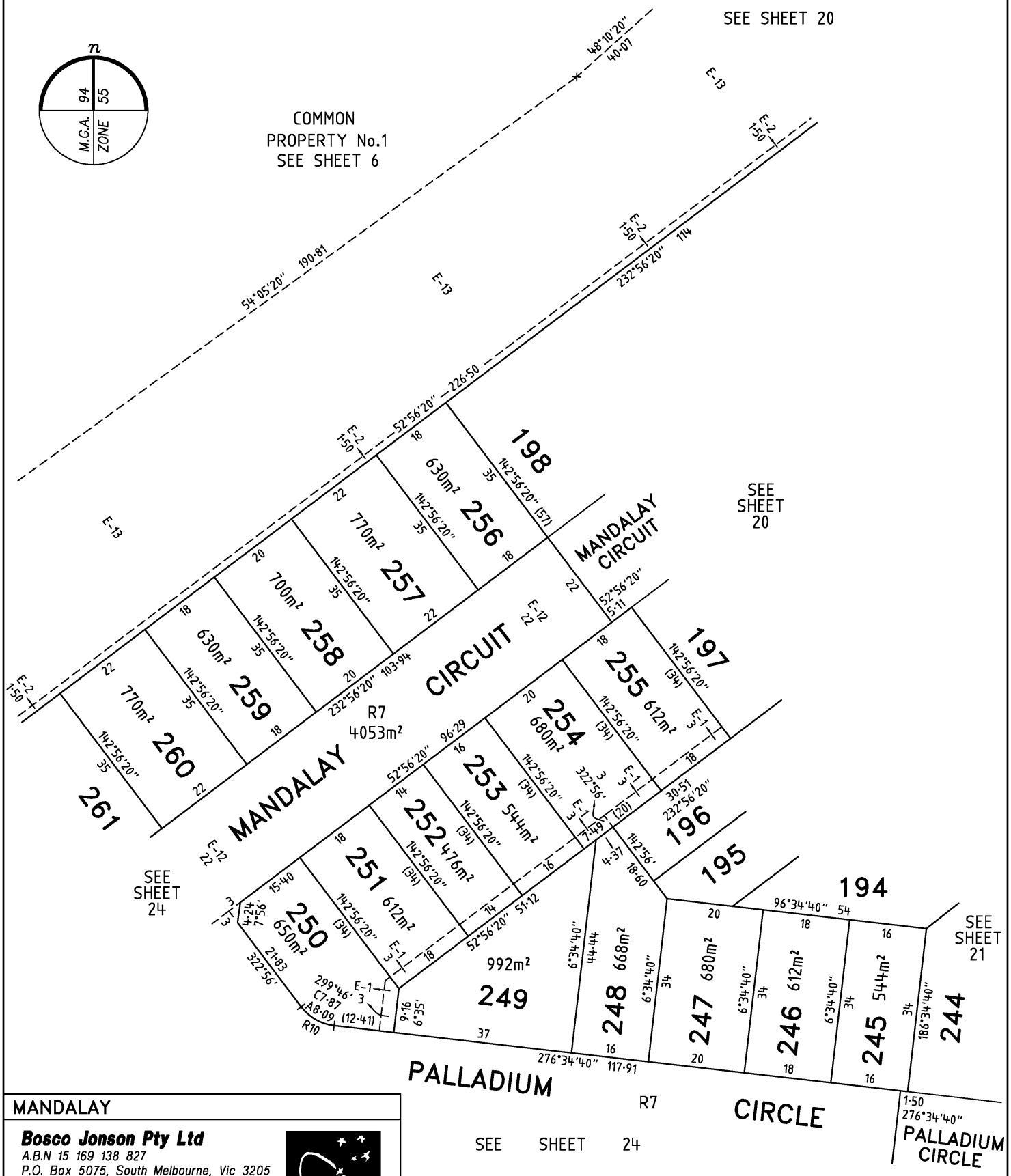
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 22
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 23 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



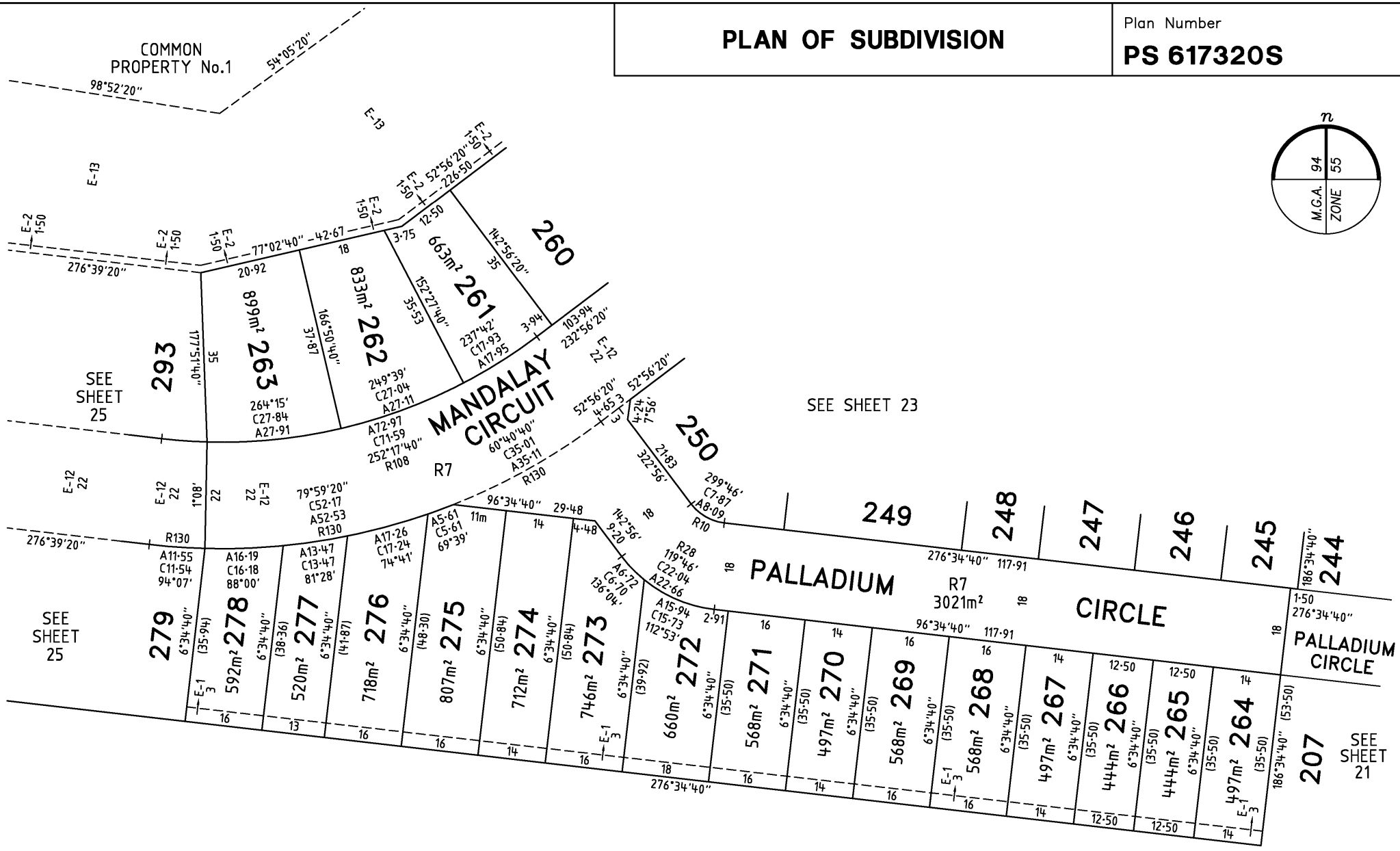
MANDALAY

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

ORIGINAL		SCALE		Sheet 23
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

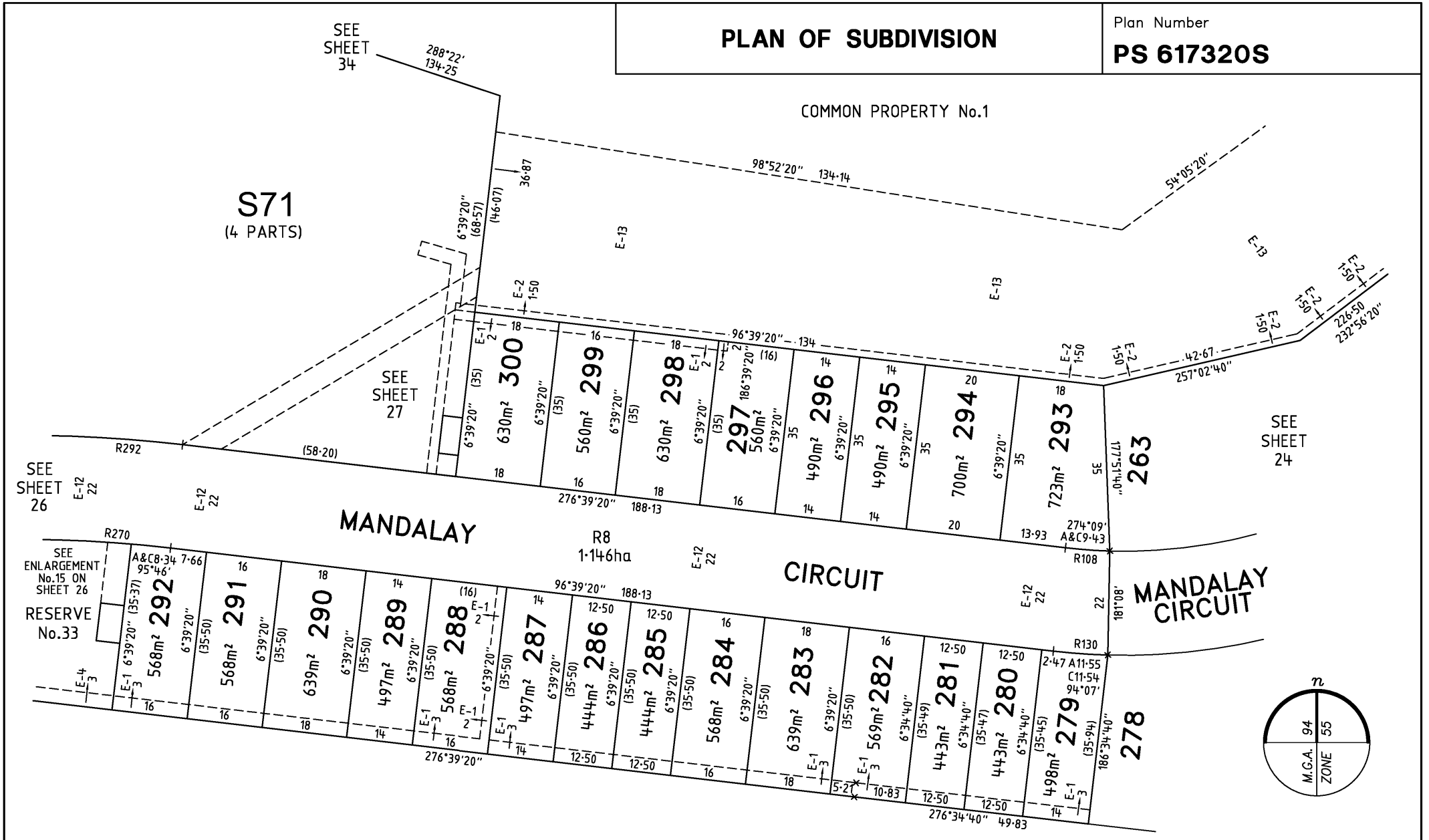
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 24

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 24 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S

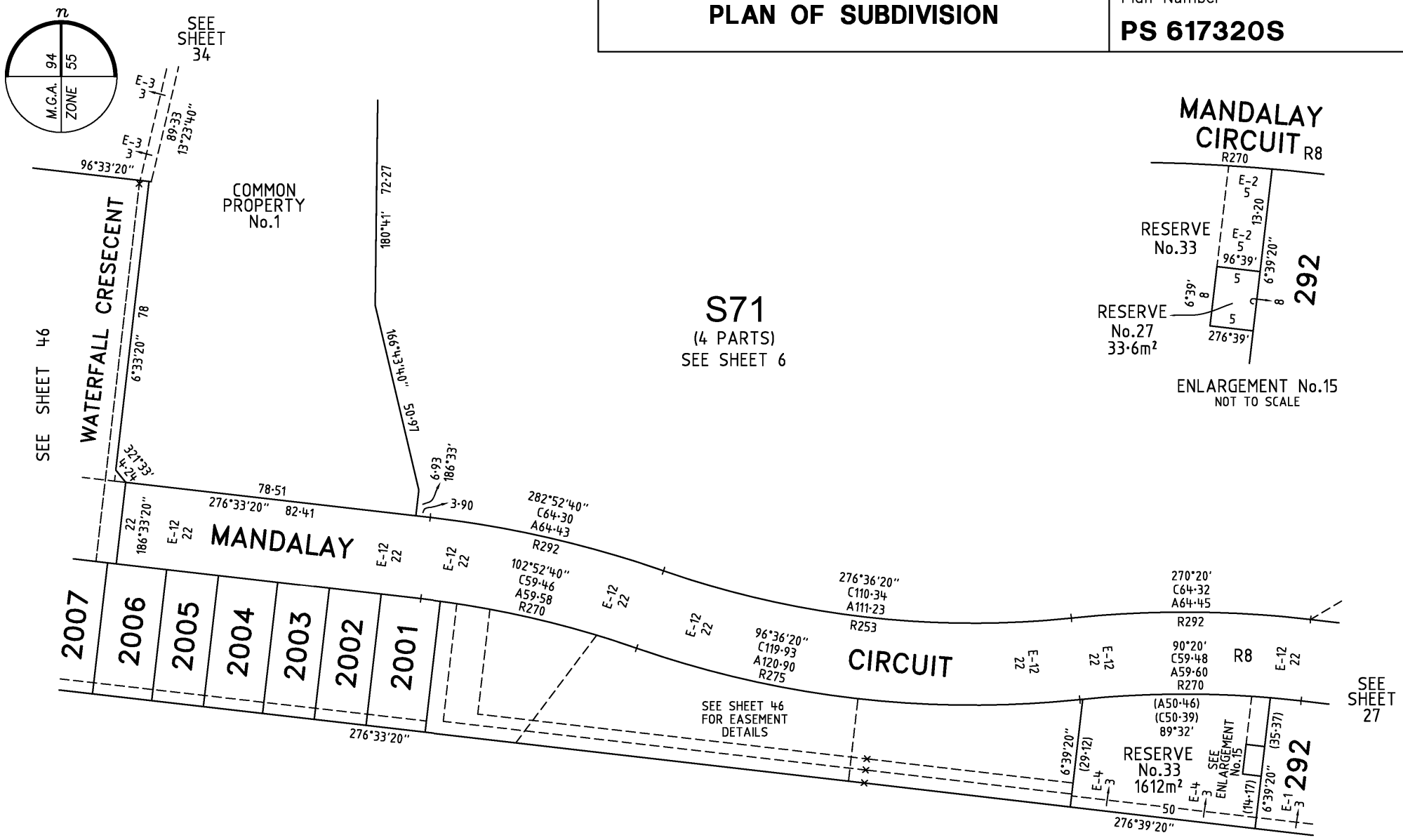


MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 25
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 15/05/18 VERSION A DWG 2461035EA	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 25 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL	
SCALE	SHEET SIZE
1:1000	A3

SCALE
10 0 20 40
LENGTHS ARE IN METRES

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

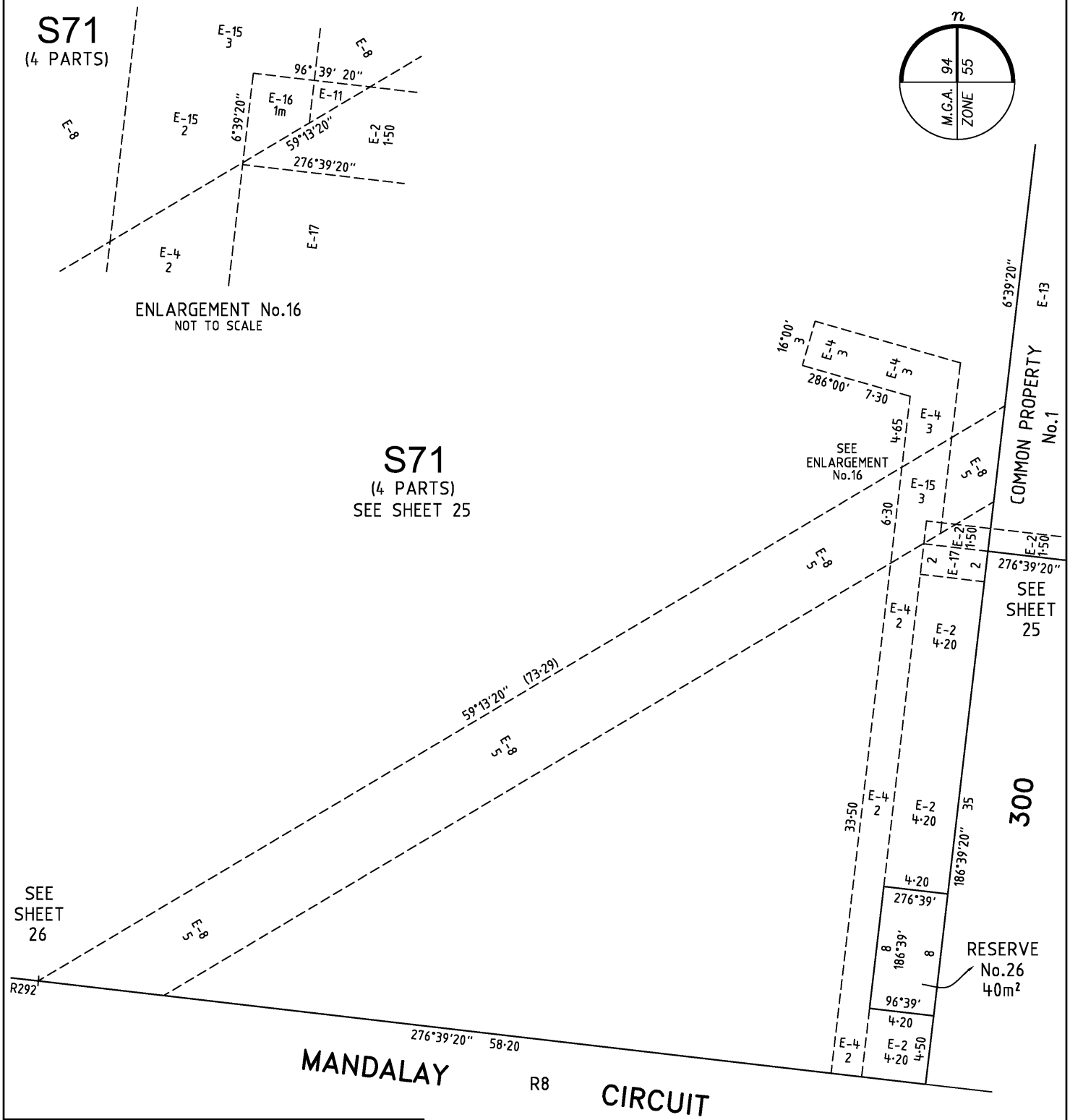
Sheet 26

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 26 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 27 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

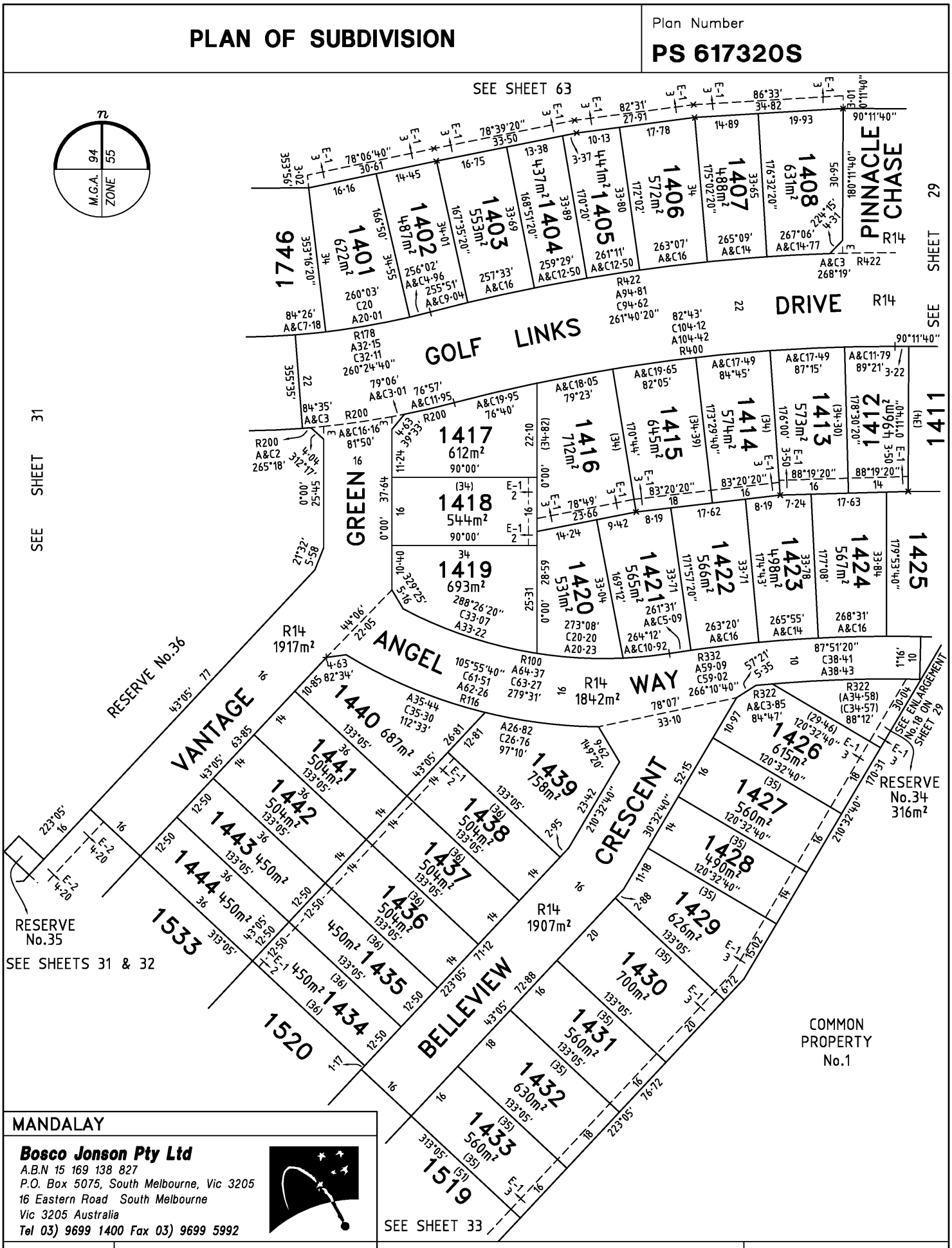
ORIGINAL		SCALE			Sheet 27
SCALE	SHEET SIZE	2·5 0 5 10	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS		
1:250	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /		
			REF 24610333 DWG 2461035EA	15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 28 of 109

PLAN OF SUBDIVISION

Plan Number

PS 617320S

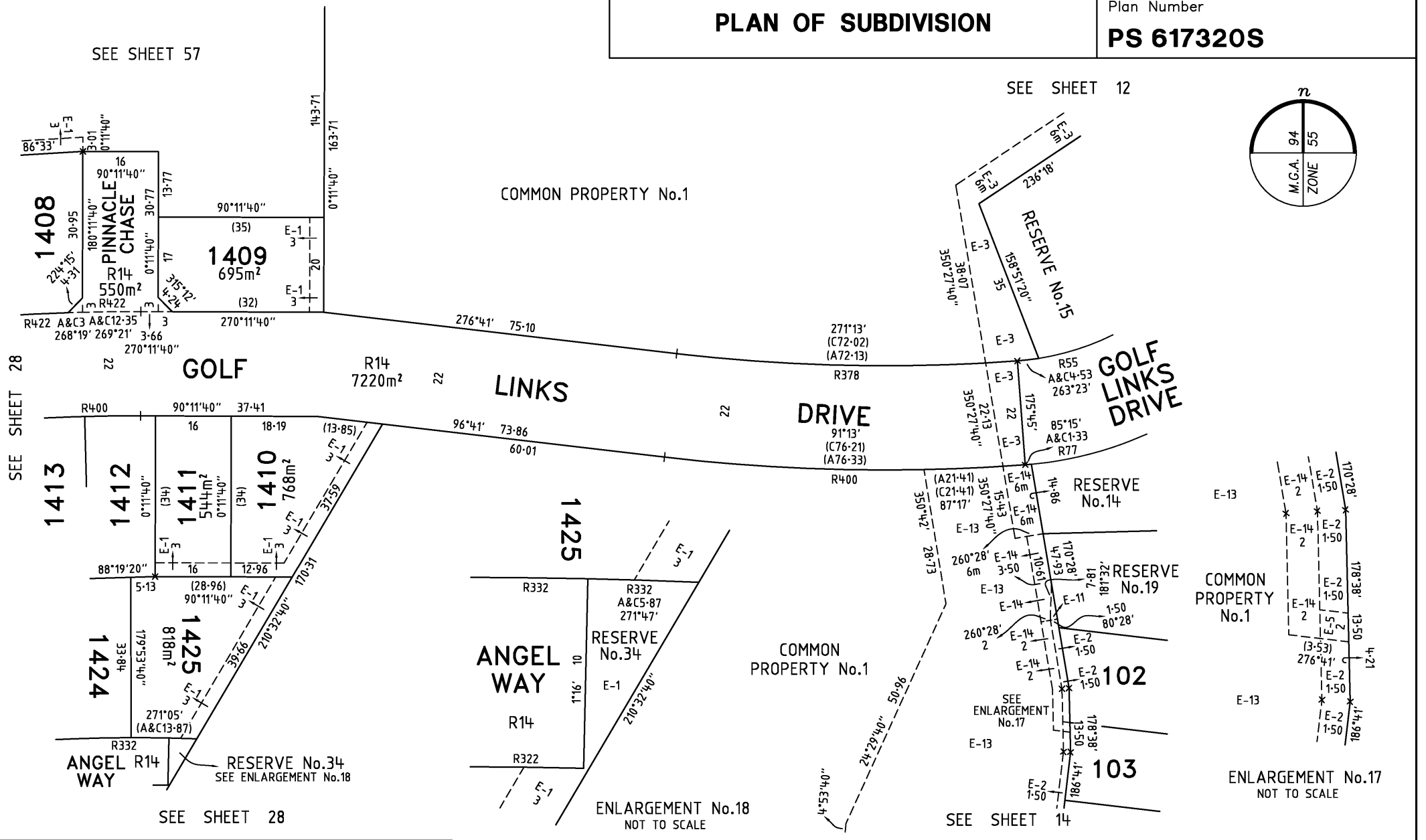


MANDALAY	
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	

ORIGINAL SCALE 1:800 SHEET SIZE A3	SCALE 8 0 16 32 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	Sheet 28

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

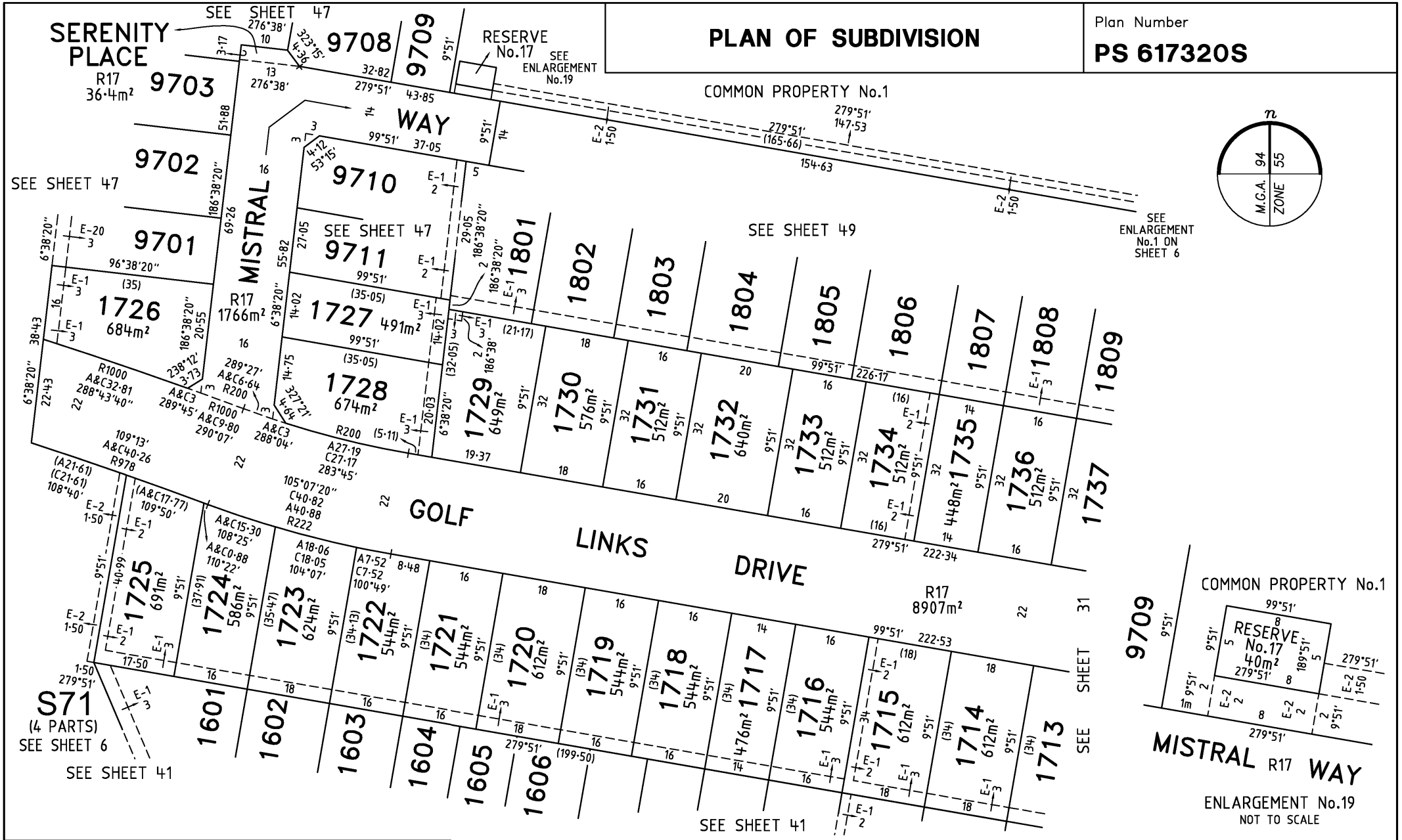
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 29

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 29 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET 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 30

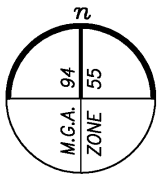
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 30 of 109

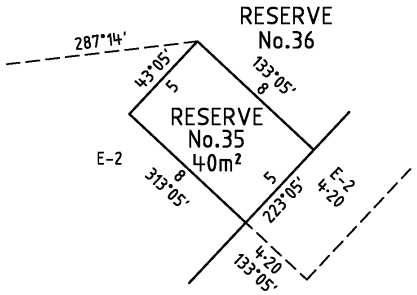
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 31 of 109

PLAN OF SUBDIVISION

Plan Number

PS 617320S





ENLARGEMENT No.20
NOT TO SCALE

SEE SHEET 49

SEE SHEET 30

SEE SHEET 63

SEE SHEET 28

SEE SHEET 41

SEE SHEET 32

SEE SHEET 28

GOLF LINKS DRIVE

OASIS CRESCENT

PACIFIC GRANGE

GREEN

ZENITH

ROAD

VANTAGE

RESERVE No.36
7272m²

RESERVE No.35
SEE ENLARGEMENT No.20

1401 1534 1535 1536 1537

1701 425m² 1702 425m² 1703 476m² 1704 544m² 1705 583m² 1706 425m² 1707 425m² 1708 425m² 1709 525m² 1710 544m² 1711 476m² 1712 425m² 1713 425m² 1714

1736 1737 512m² 1738 576m² 1739 400m² 1740 400m² 1741 448m² 1742 473m² 1743 640m² 1744 641m² 1745 617m² 1746 704m²

R17 623m²
R17 1396m²
R17 1627m²
R17
R30
R14
R178

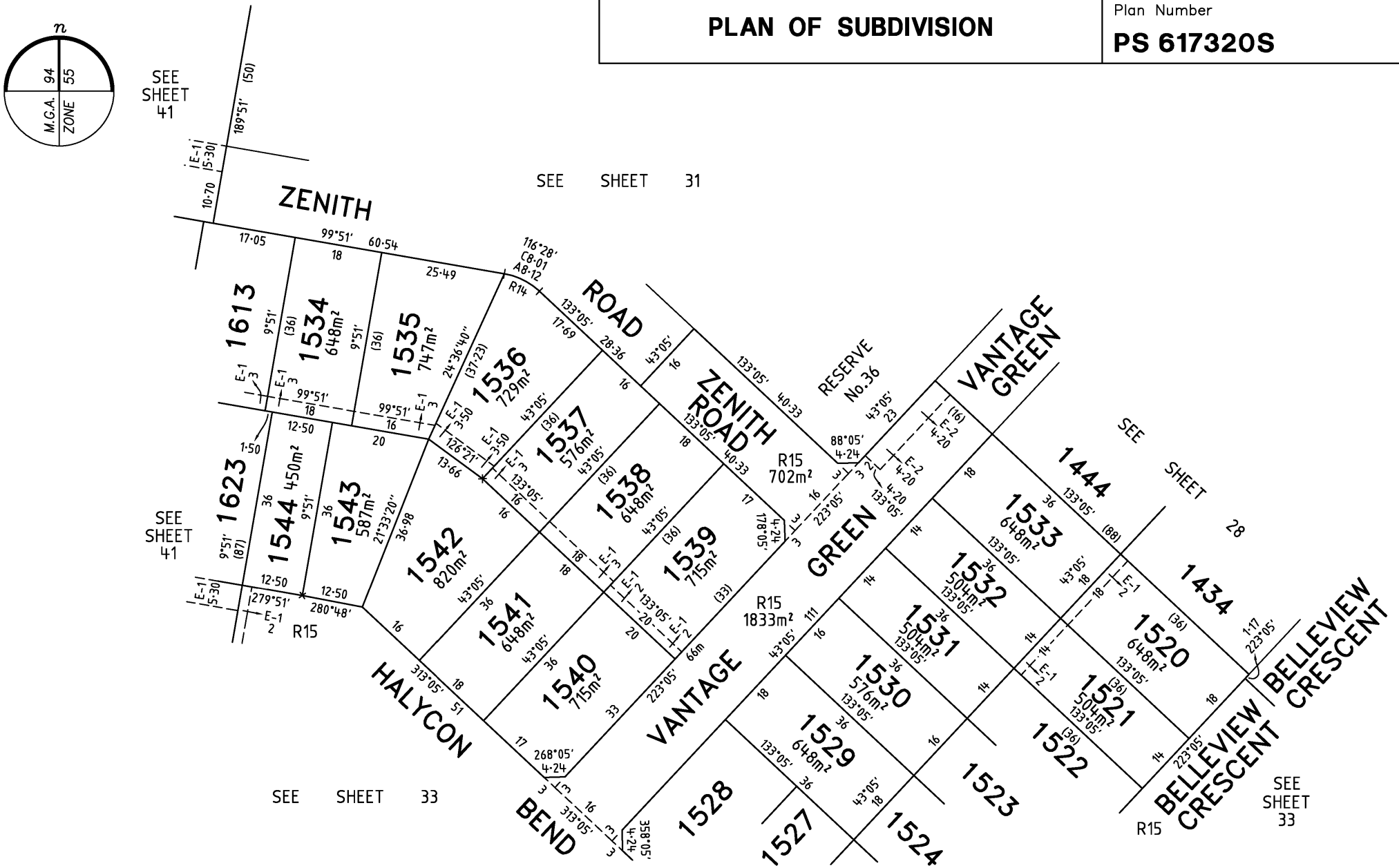
MANDALAY

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	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 31
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S

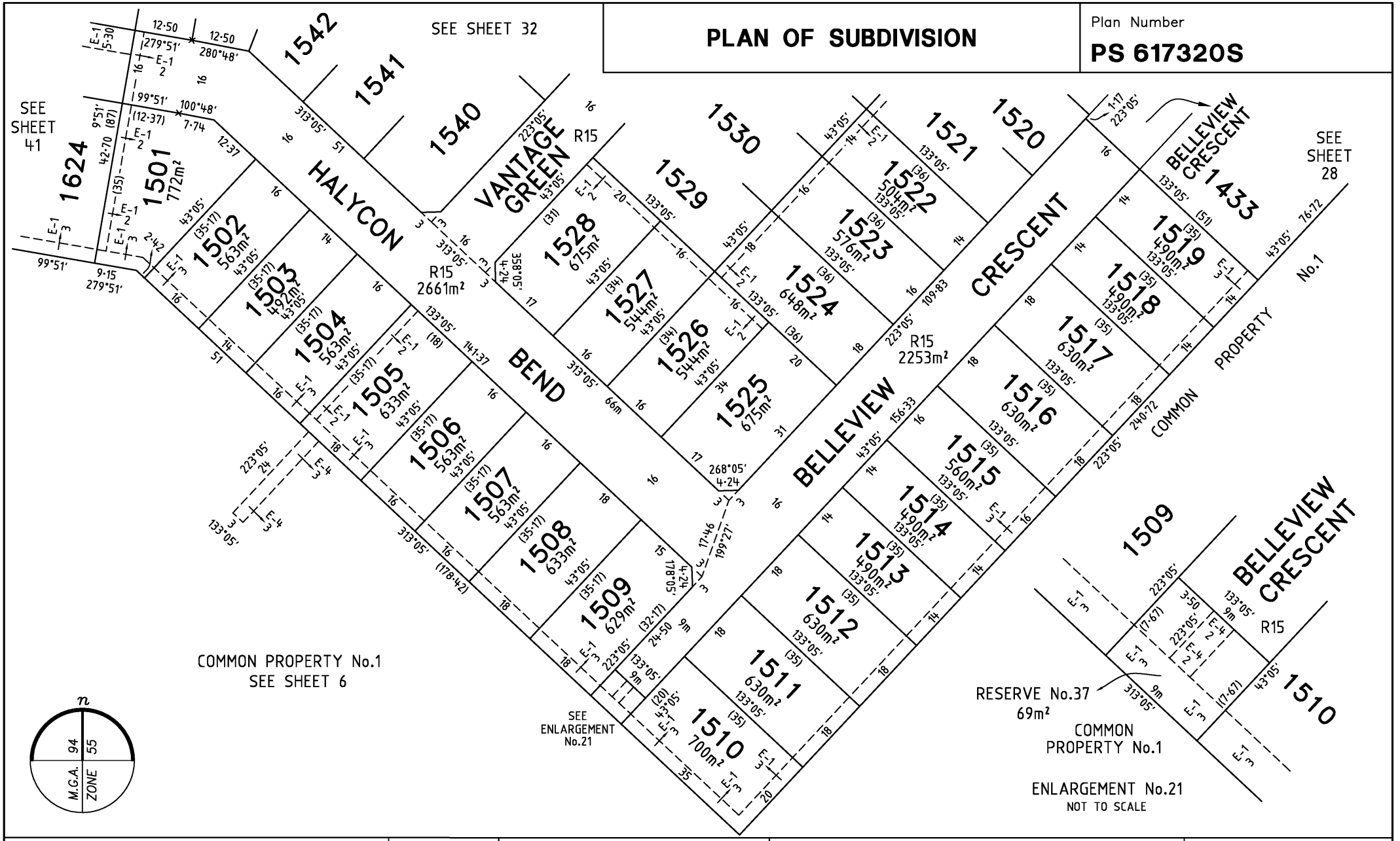


MANDALAY	ORIGINAL	SCALE		Sheet 32
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 32 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



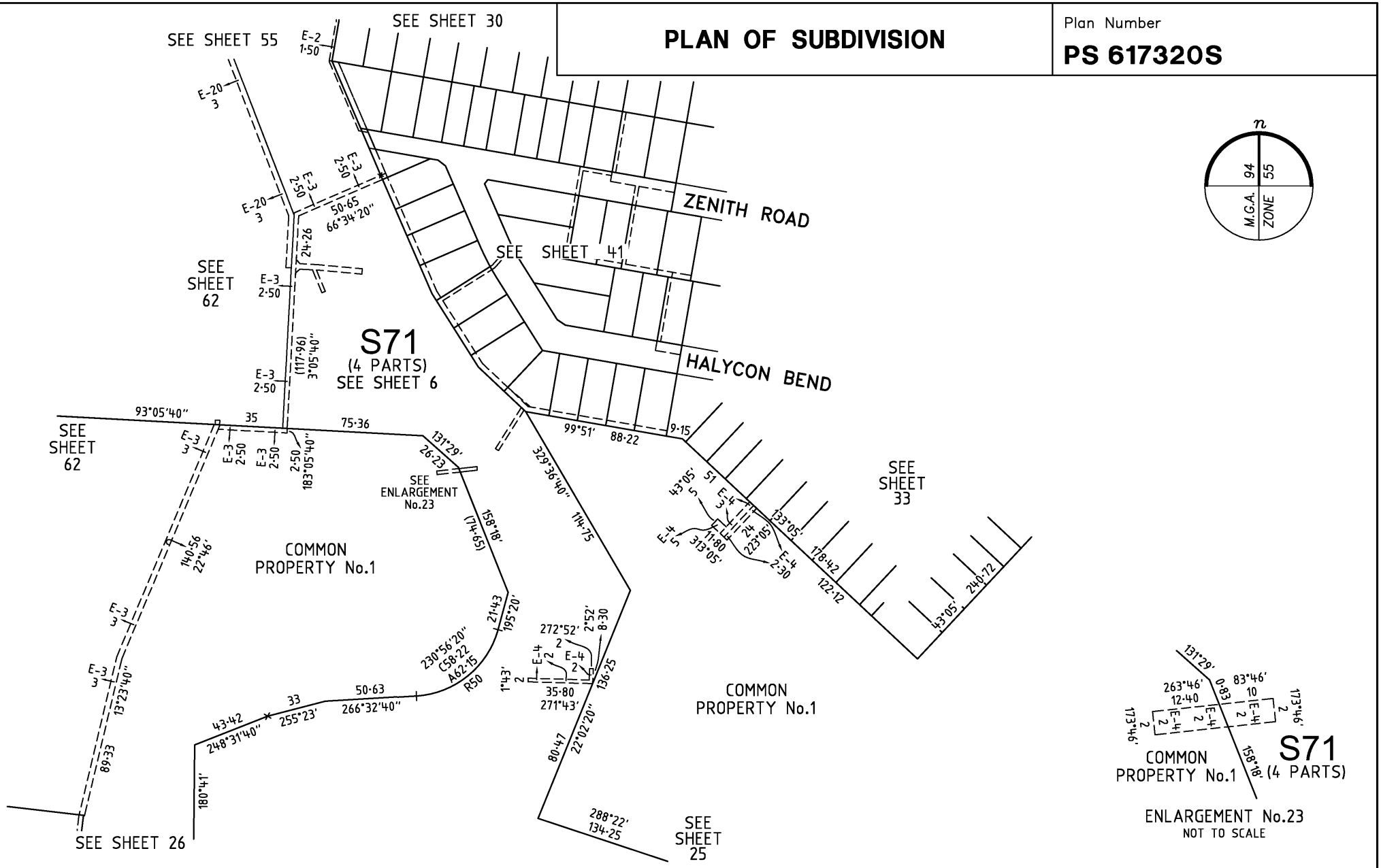
MANDALAY	ORIGINAL	SCALE		Sheet 33
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 33 of 109

PLAN OF SUBDIVISION

Plan Number

PS 617320S



MANDALAY

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

ORIGINAL	
SCALE	SHEET SIZE
1:2000	A3

SCALE

20 0 40 80

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333

DWG 2461035EA

15/05/18

VERSION A

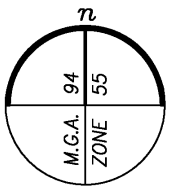
Sheet 34

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 34 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 35 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 9

SEE SHEET 57

COMMON PROPERTY No.1

SEE ENLARGEMENT No.24

COMMON PROPERTY No.1

SEE SHEET 57

ENLARGEMENT No.24
NOT TO SCALE

SEE SHEET 12

MANDALAY

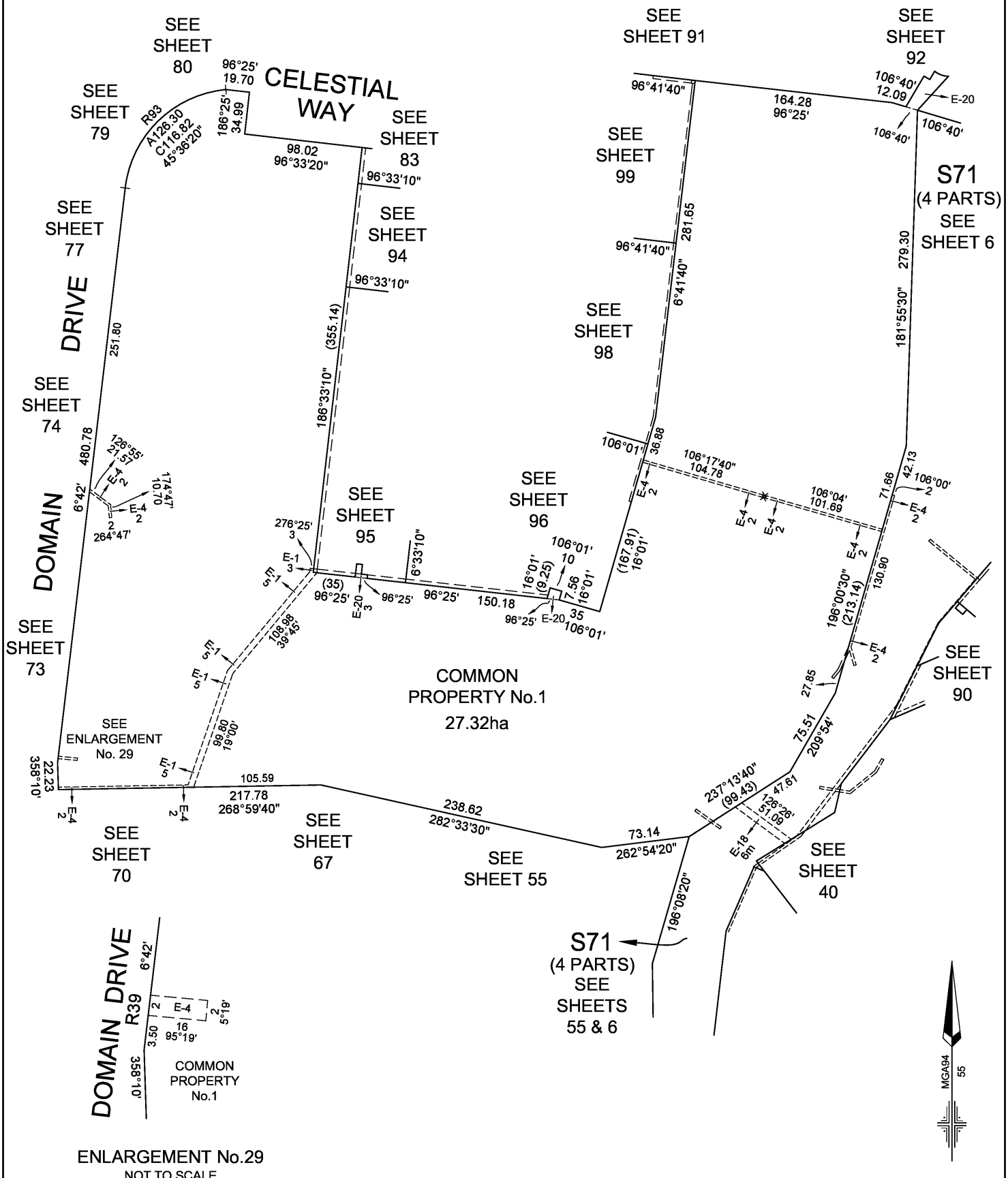
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 36 of 109

PLAN OF SUBDIVISION

PS 617320S



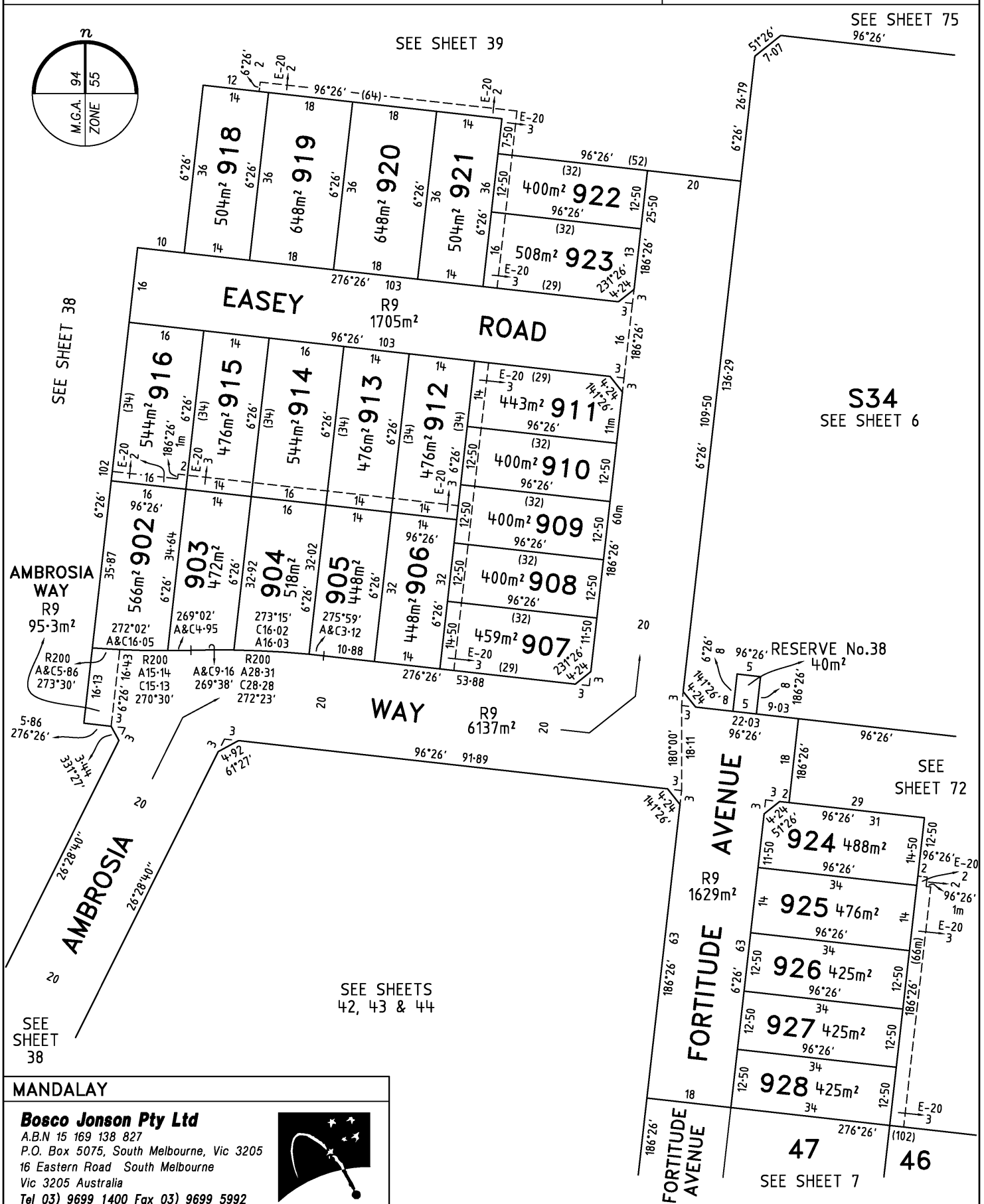
ENLARGEMENT No.29
NOT TO SCALE

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 37 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

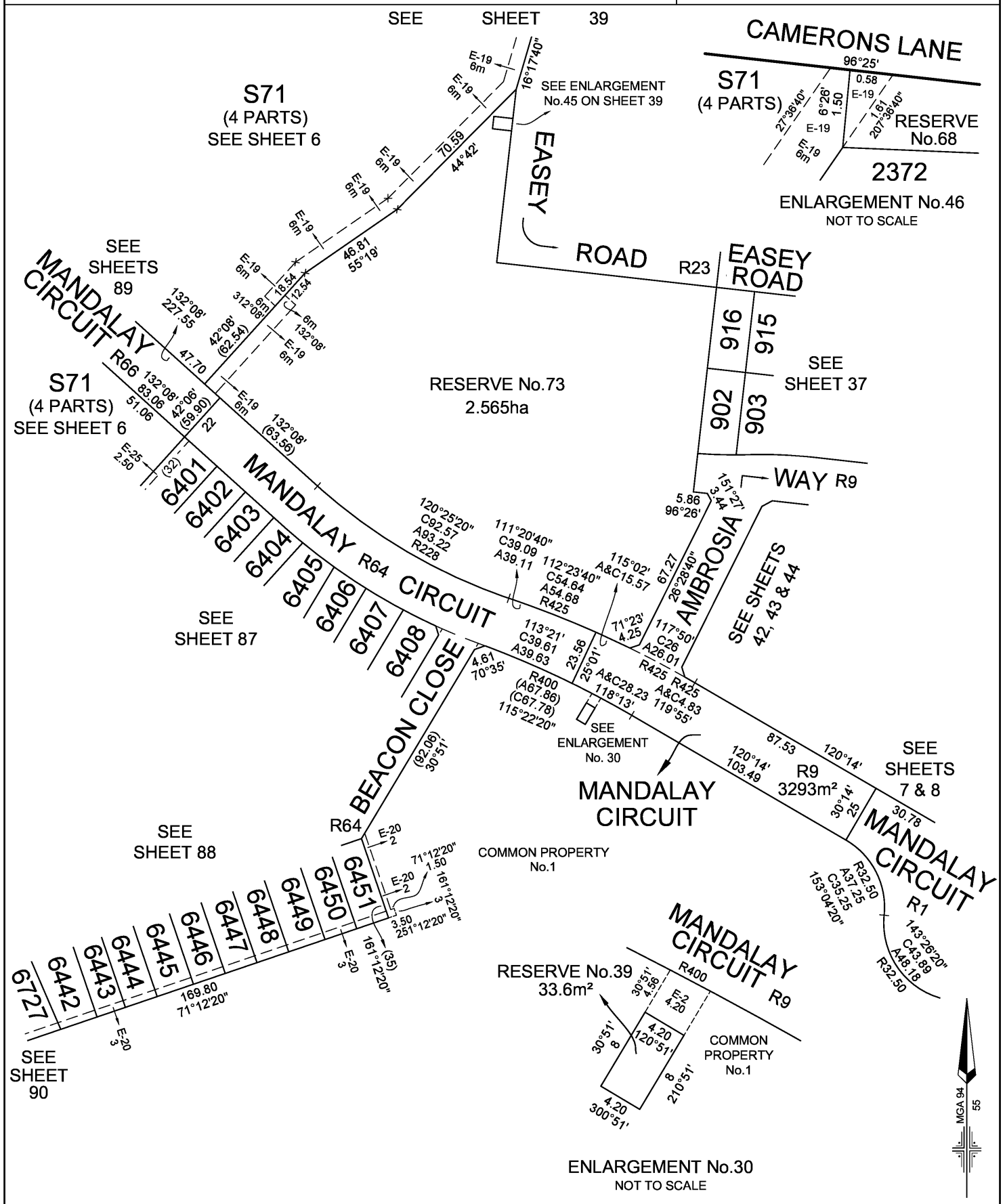
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 38 of 109

PLAN OF SUBDIVISION

PS 617320S

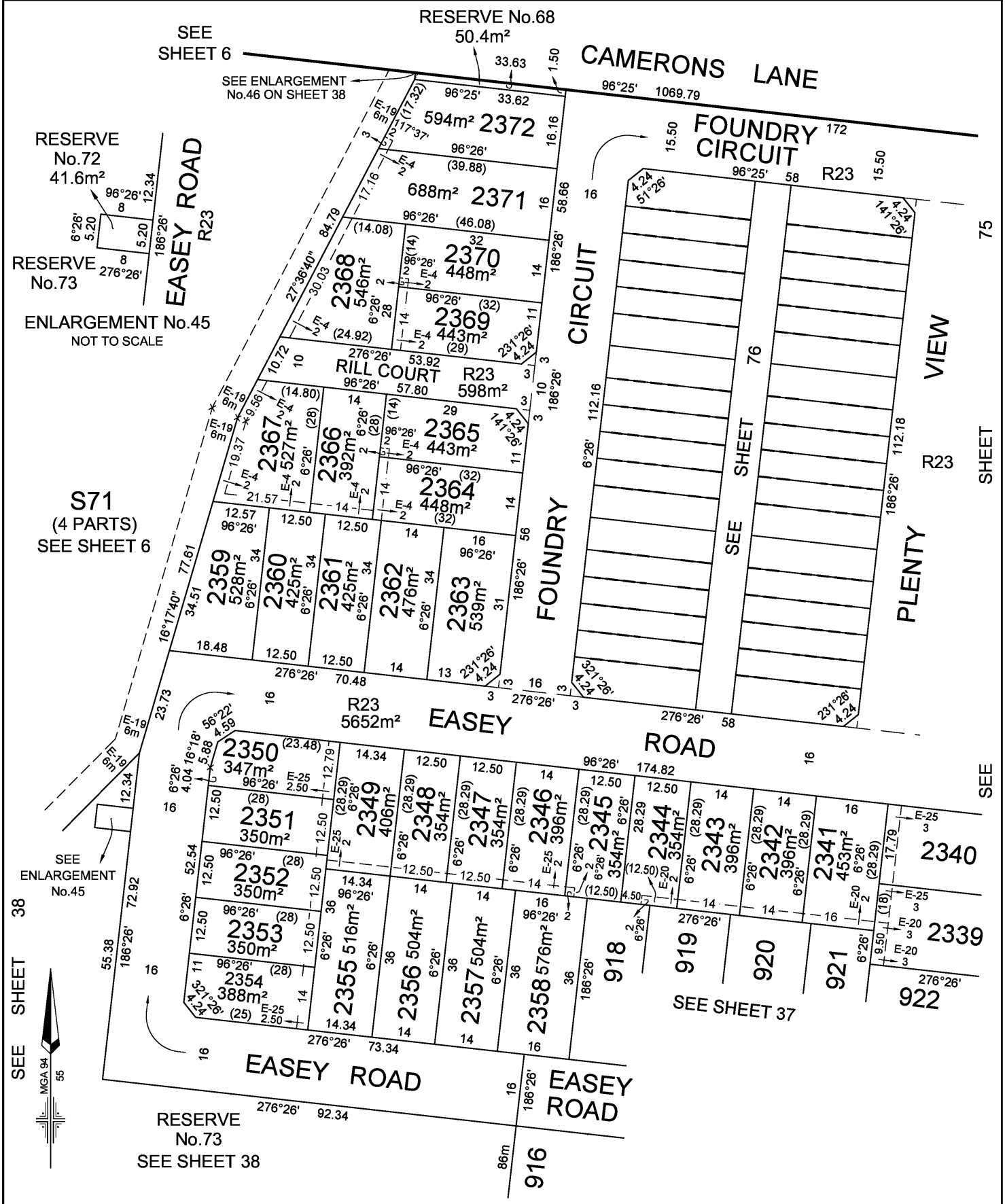


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:1500	0 15 30 45 60 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 39 of 109

PLAN OF SUBDIVISION

PS 617320S

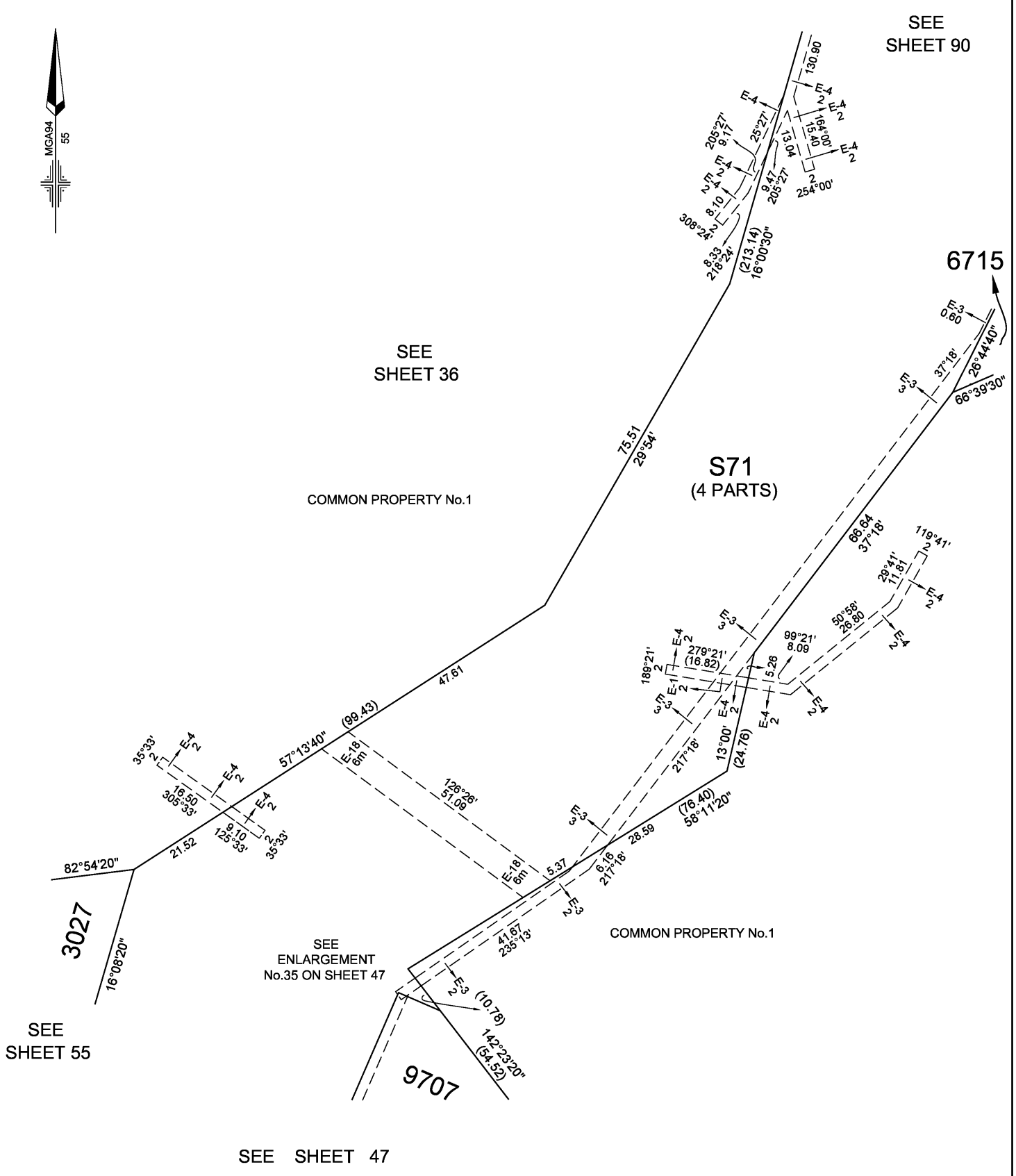


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 40 of 109

PLAN OF SUBDIVISION

PS 617320S

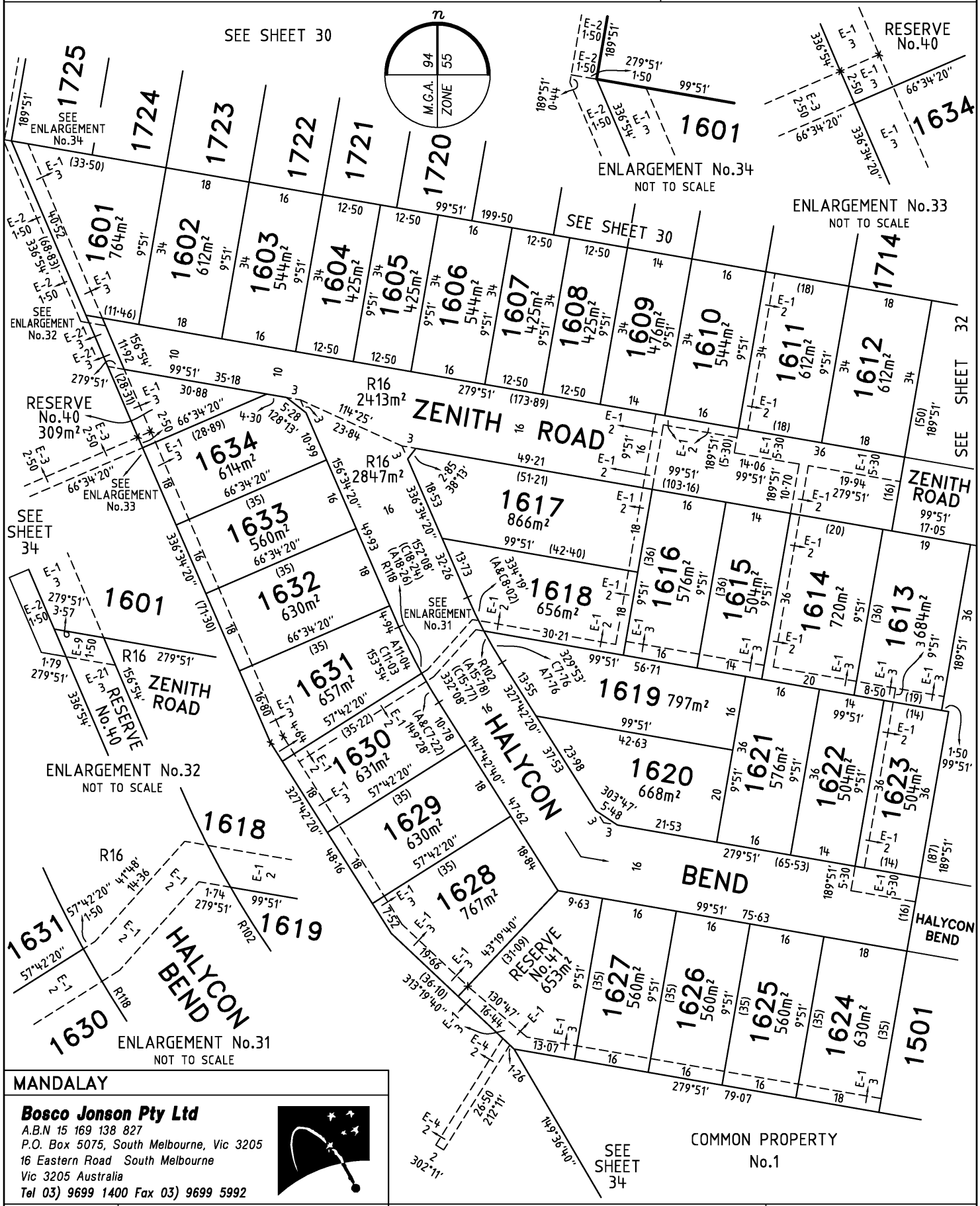


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/2024 REFERENCE: AA0015 DRAWING: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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 41 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

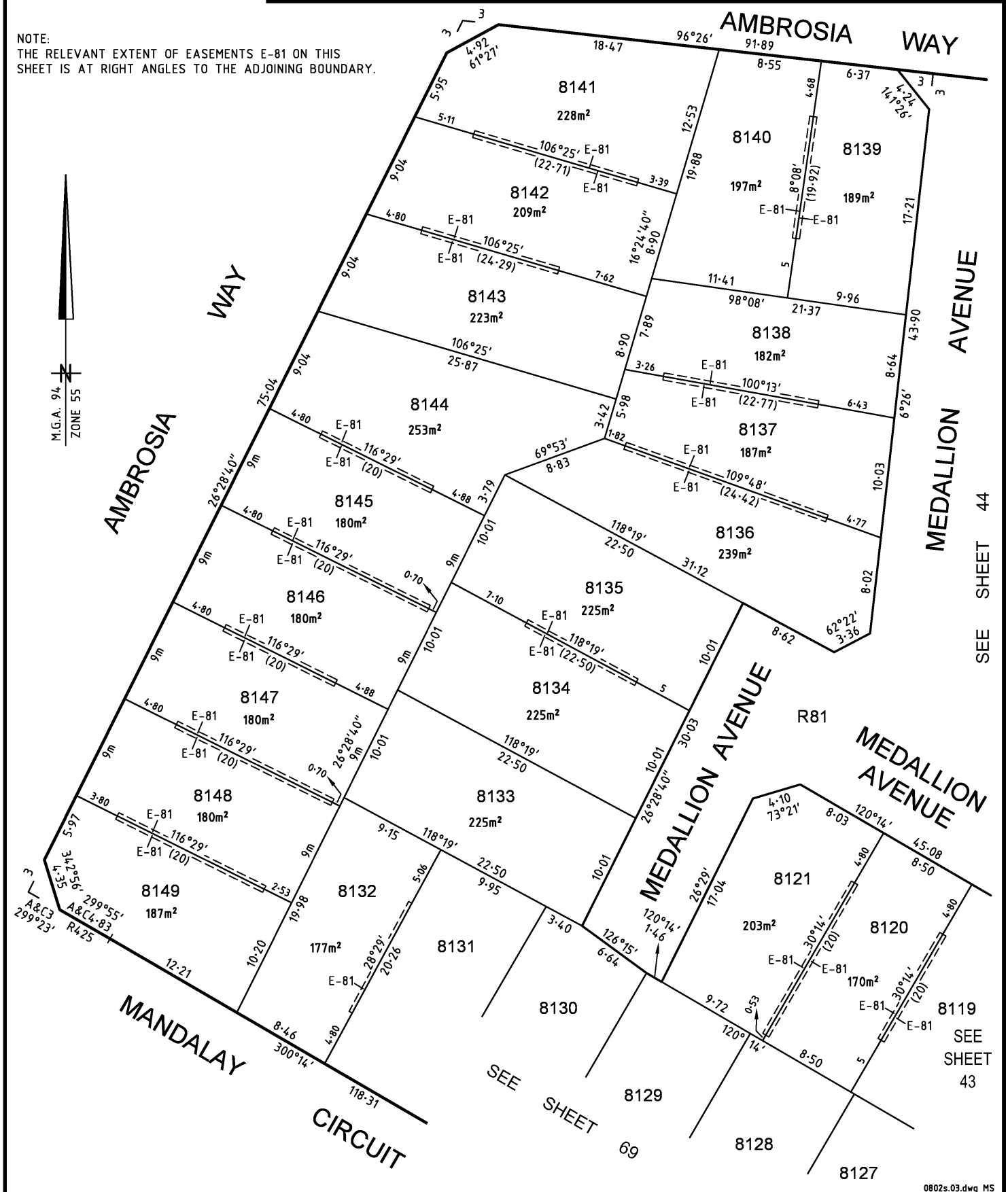
ORIGINAL		SCALE		Sheet 41
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 42 of 109

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



0802s.03.dwg MS

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE 1:300

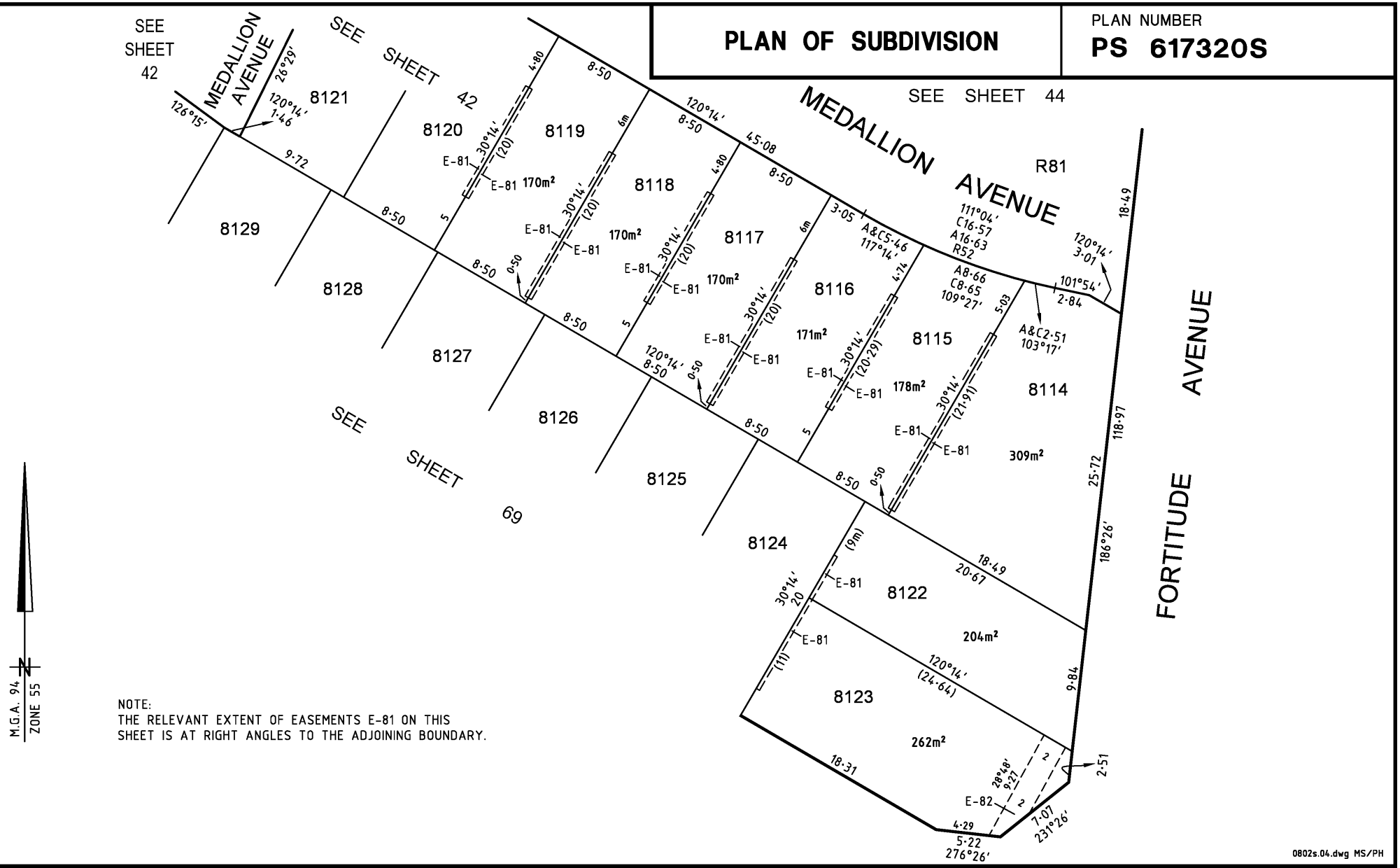
SHEET 42
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S



SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE
1:300

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

SHEET 43
ORIGINAL SHEET SIZE A3

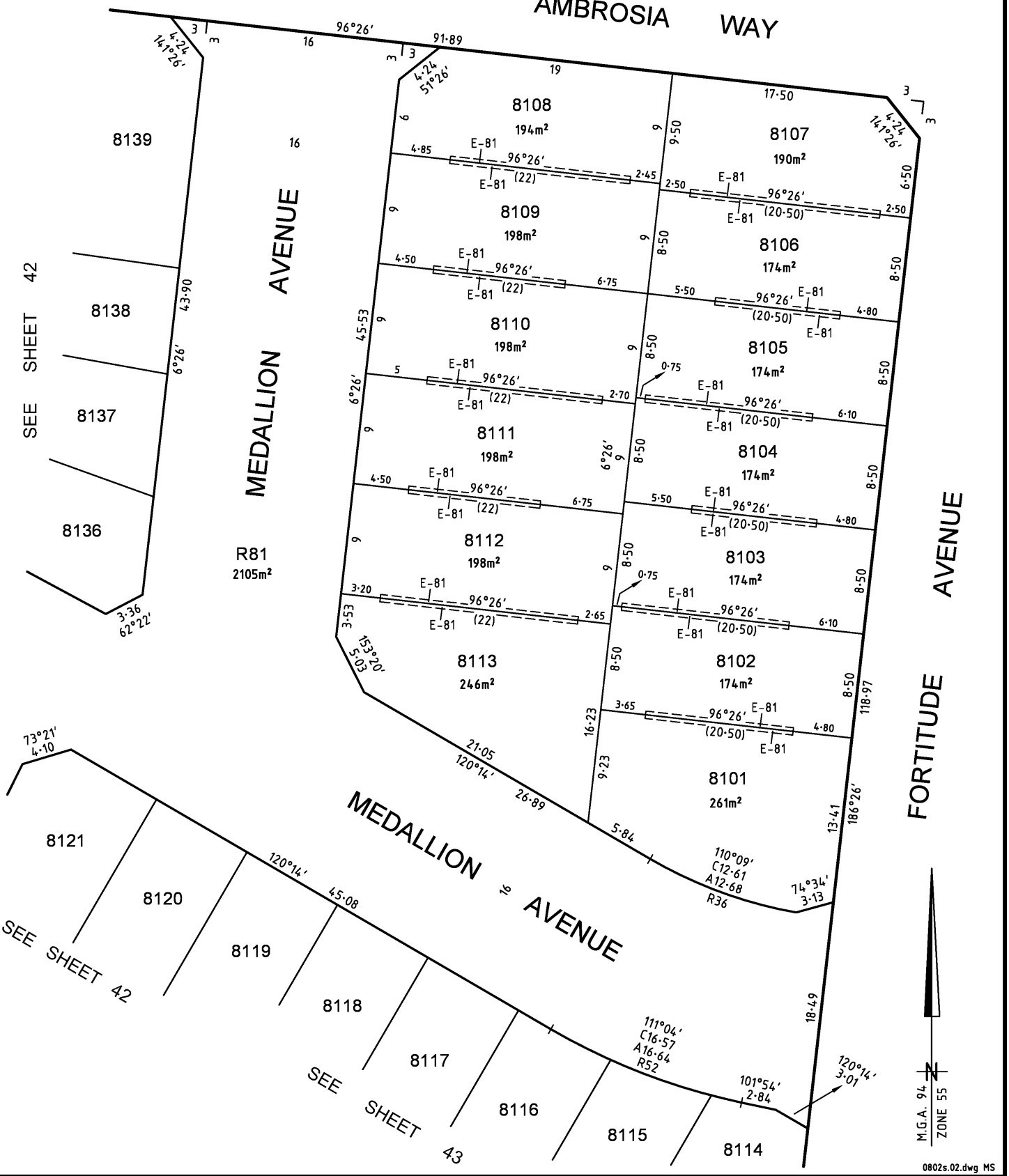
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 43 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 44 of 109

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



SMEC
Melbourne Survey T 9869 0813 F 9869 0901

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

ORIGINAL SCALE 1:300

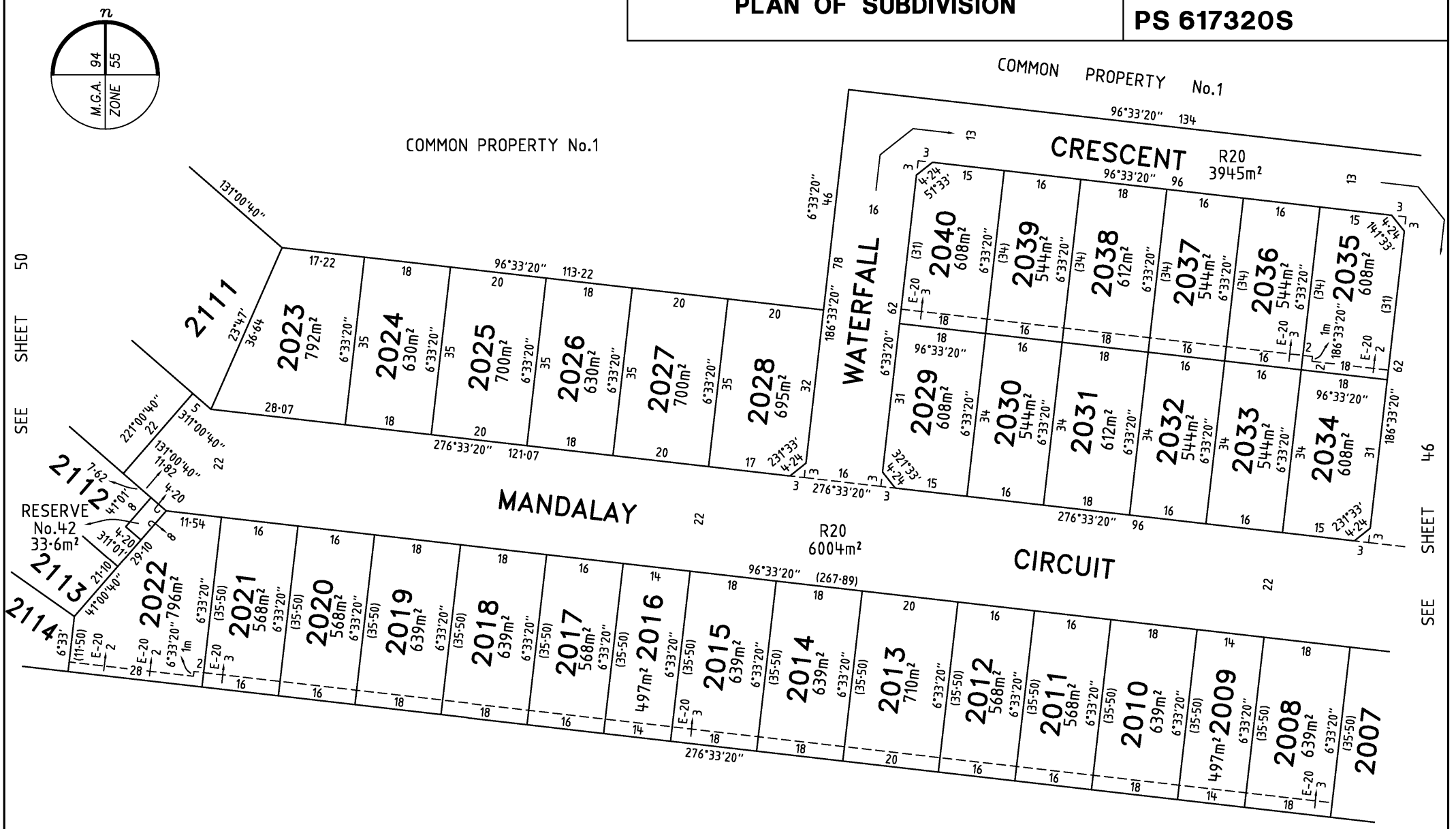
SHEET 44
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

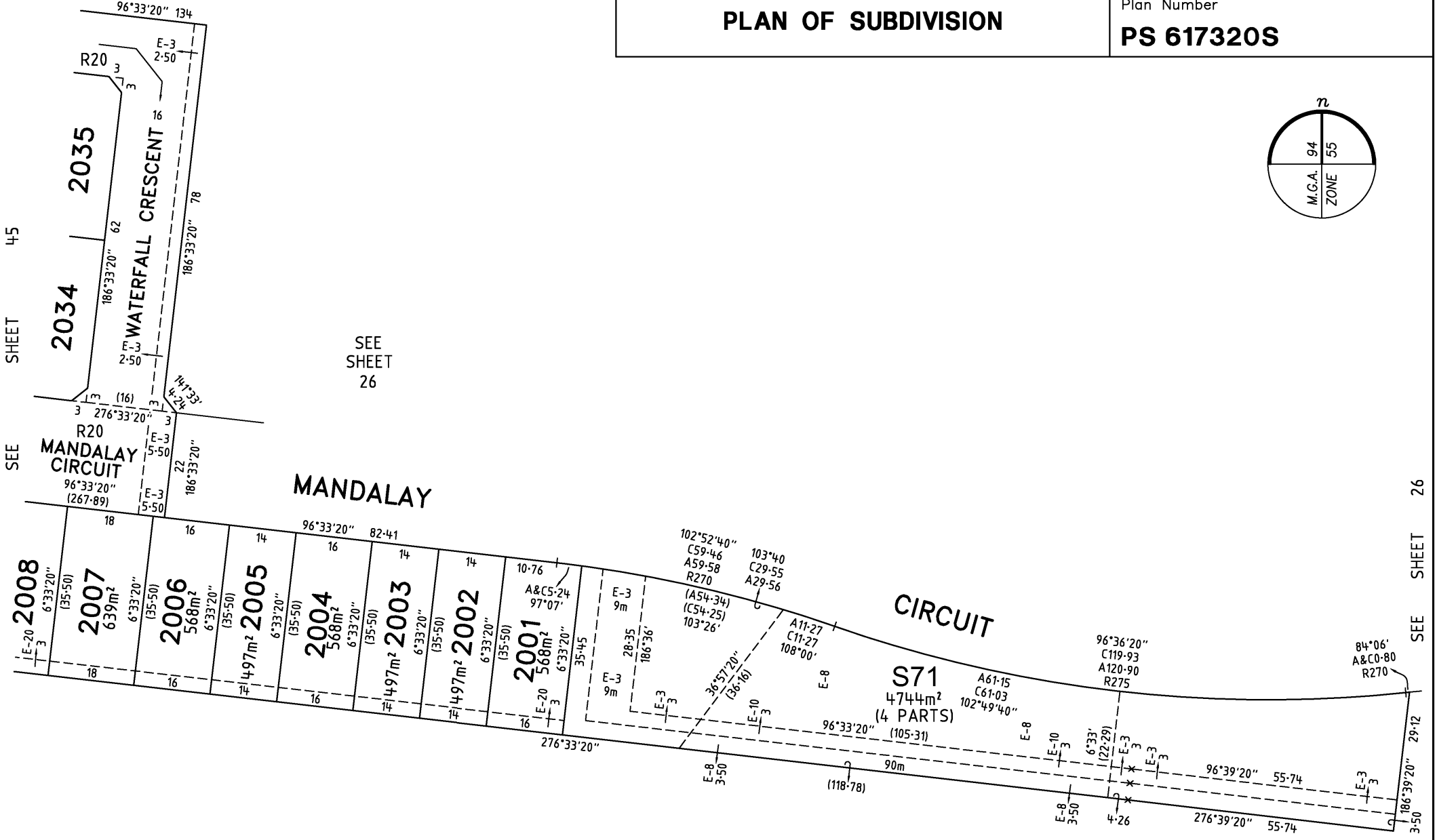
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 45

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 45 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



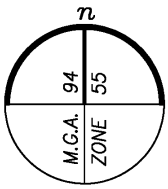
MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 46
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 46 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 47 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 36 & 40

SEE ENLARGEMENT No.35

COMMON PROPERTY No.1

RESERVE No.43
SEE ENLARGEMENT No.36

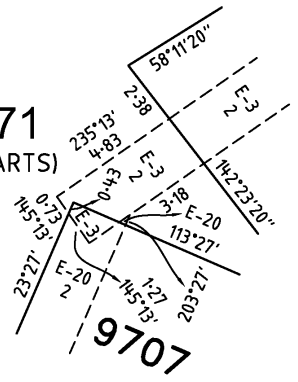
S71
(4 PARTS)
SEE SHEET 6

COMMON PROPERTY No.1
SEE SHEET 30

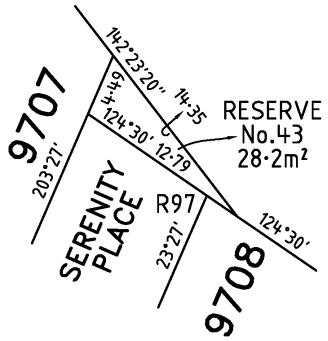
RESERVE No.17

SEE SHEET 49

SEE SHEET 30



ENLARGEMENT No.35
NOT TO SCALE



ENLARGEMENT No.36
NOT TO SCALE

MANDALAY

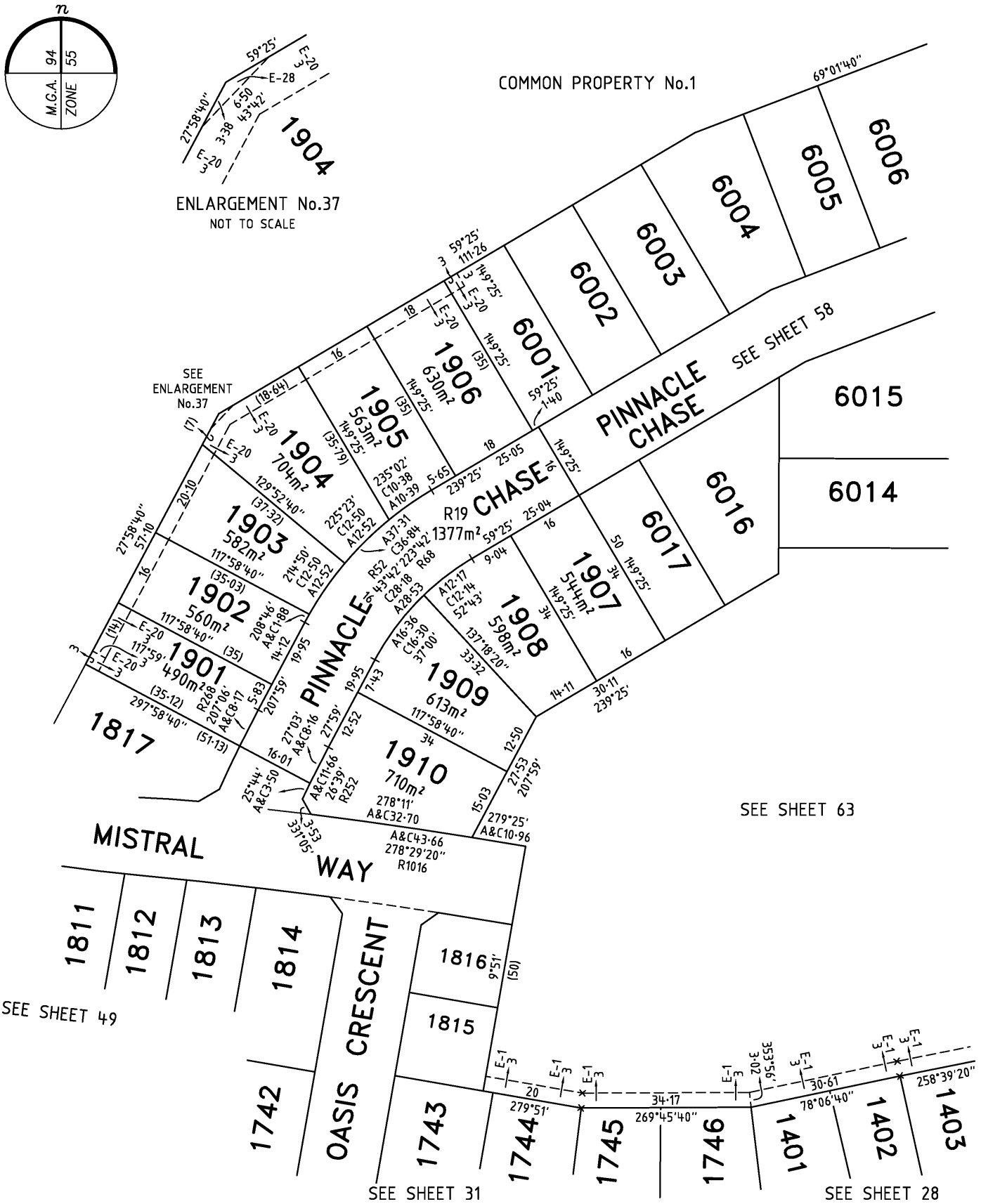
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 48 of 109

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

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

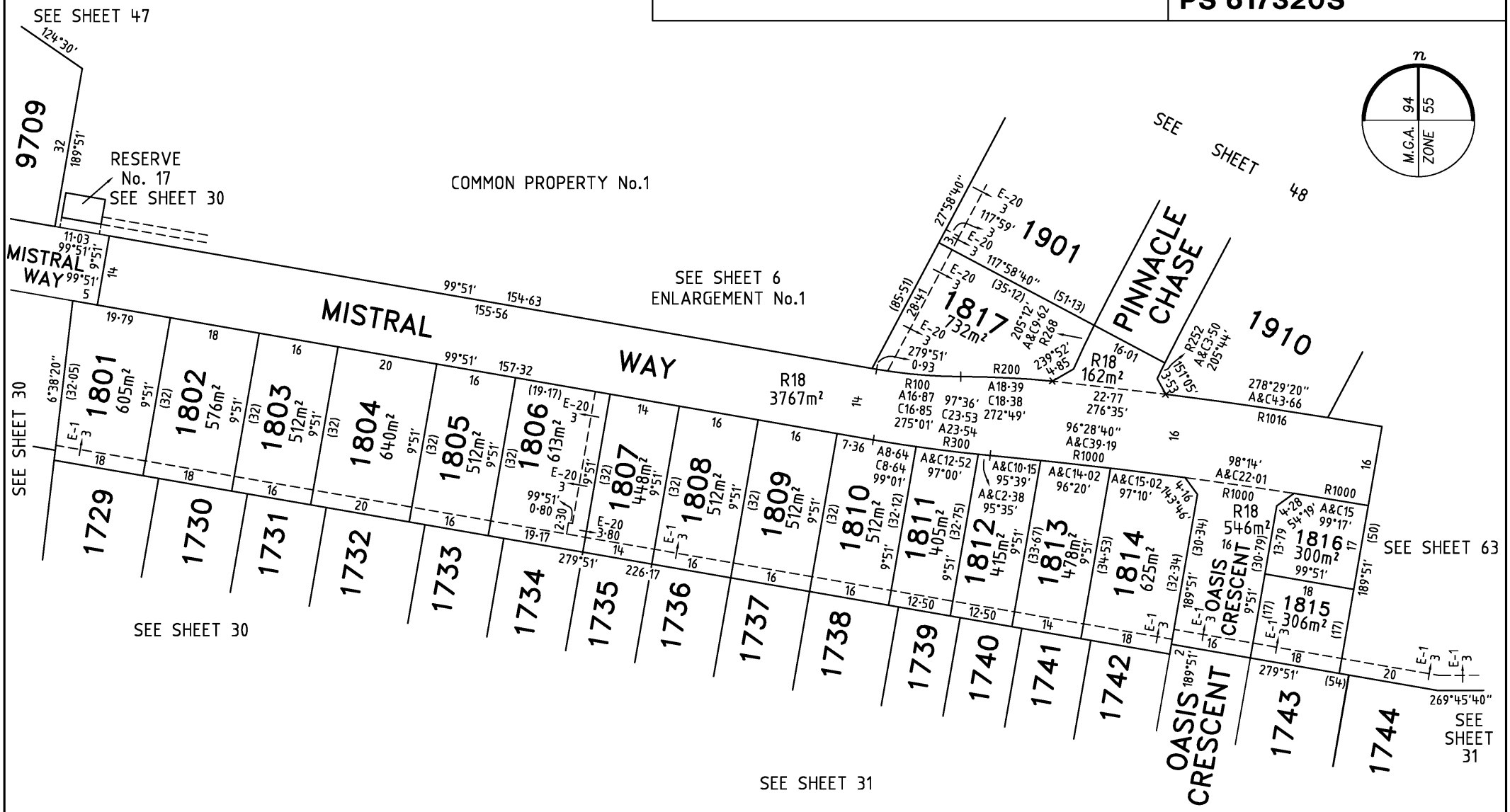
VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 48

PLAN OF SUBDIVISION

Plan Number
PS 617320S



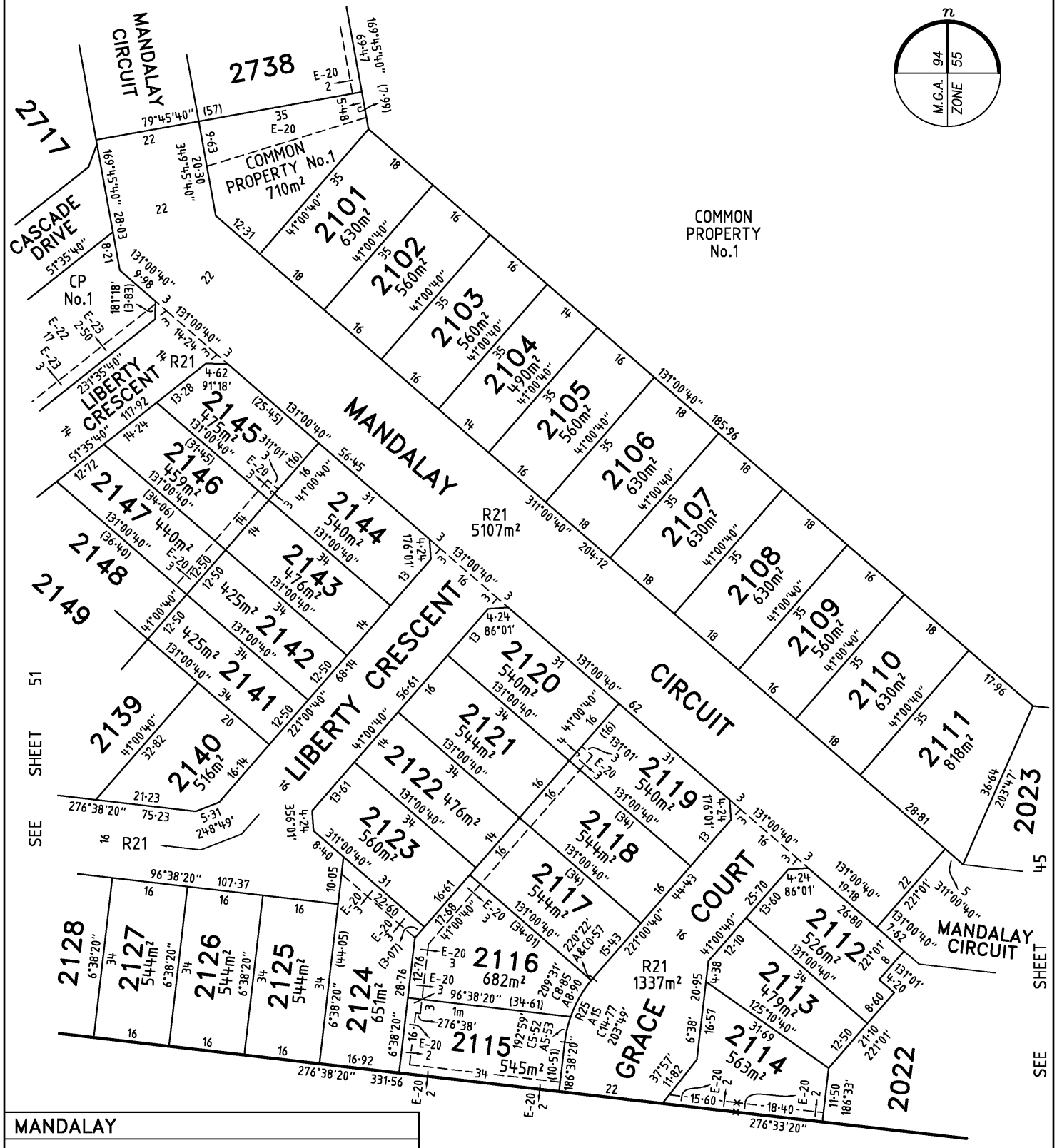
MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 49
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 49 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 50 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

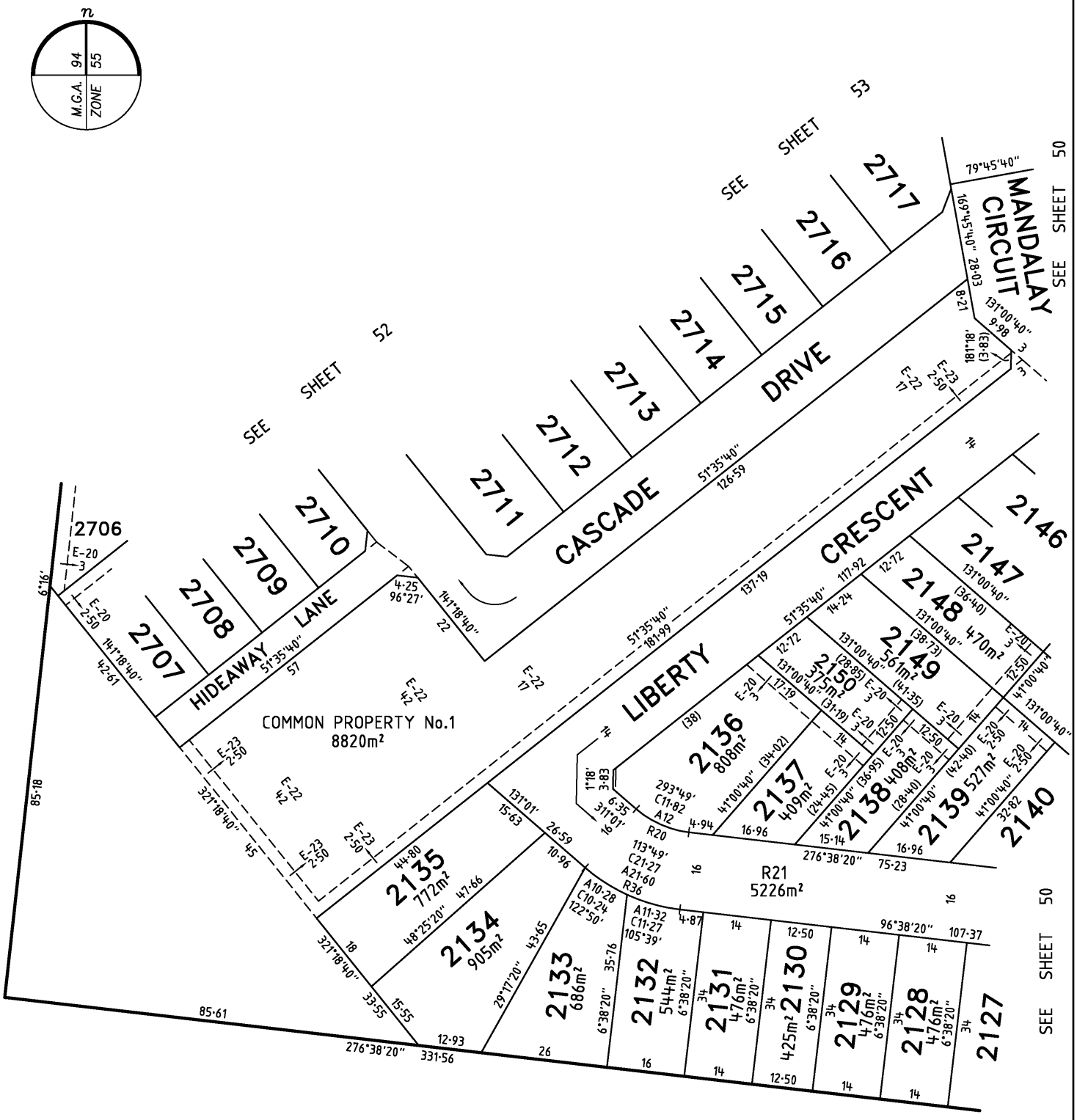
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 51 of 109

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

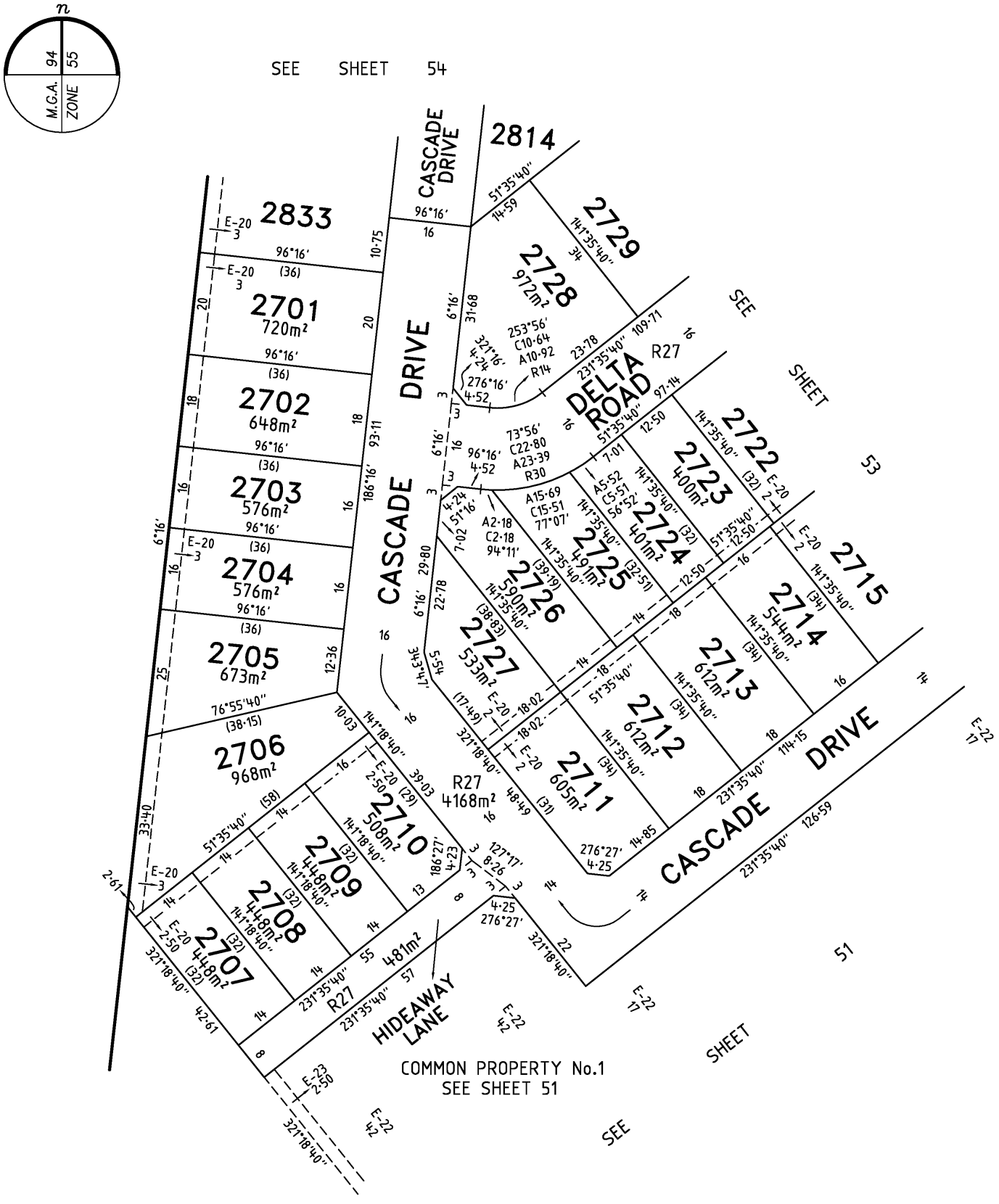
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 52 of 109

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

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

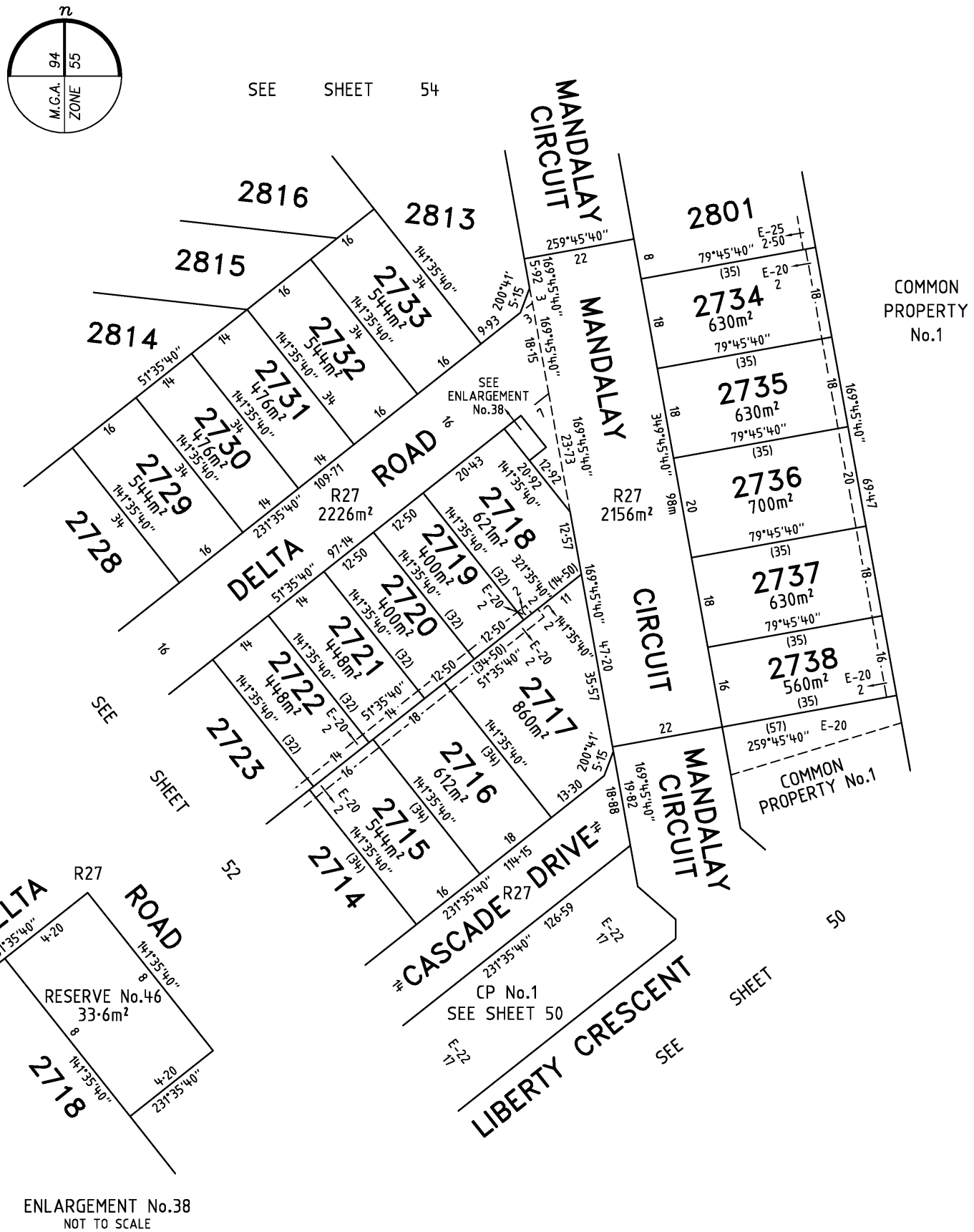
ORIGINAL SHEET SIZE A3

SHEET 52

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 53 of 109

PLAN OF SUBDIVISION

PS 617320S



ENLARGEMENT No.38
NOT TO SCALE

MANDALAY

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

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

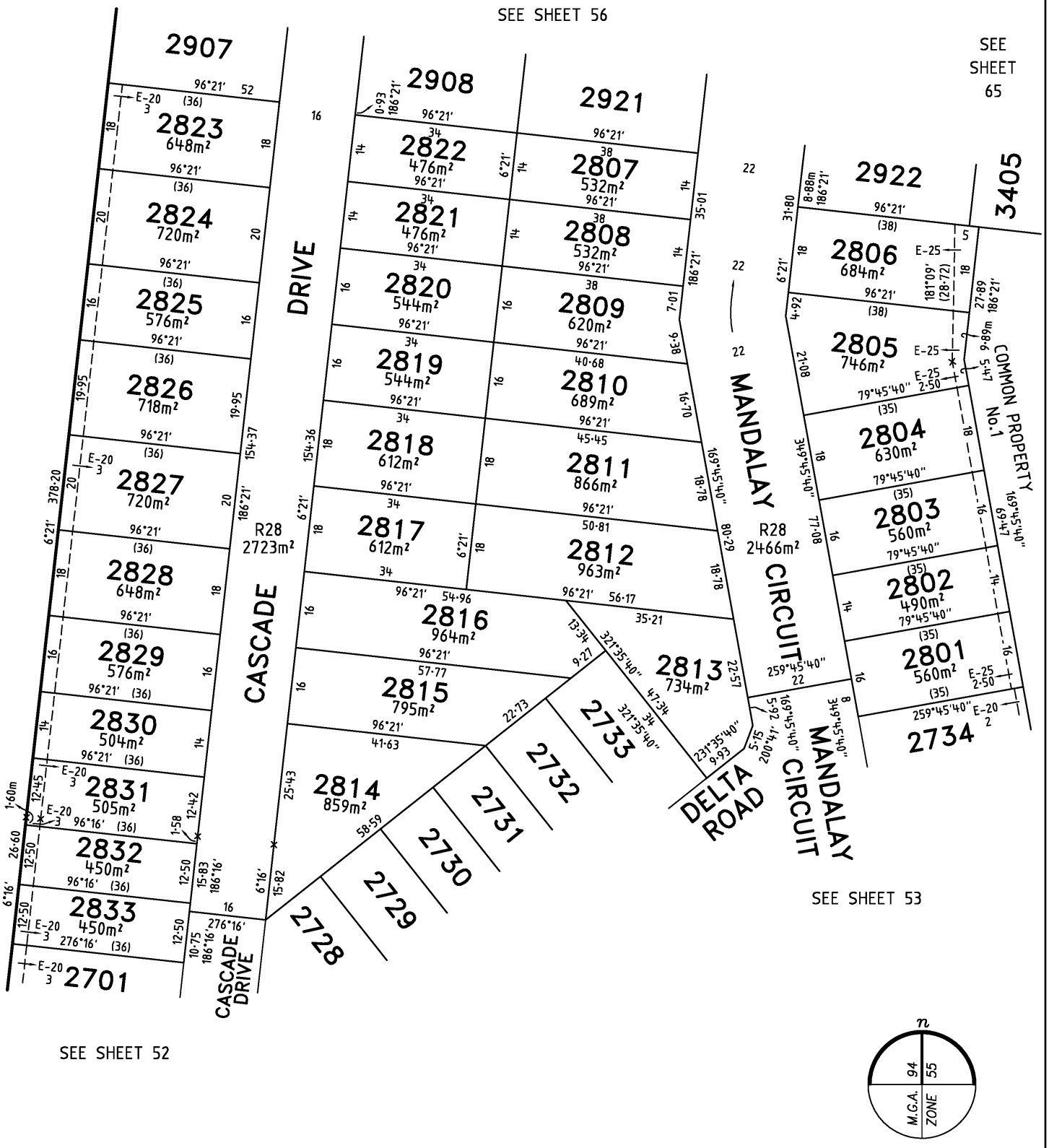
ORIGINAL SHEET SIZE A3

SHEET 53

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 54 of 109

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 1:800

8 0 16 32
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

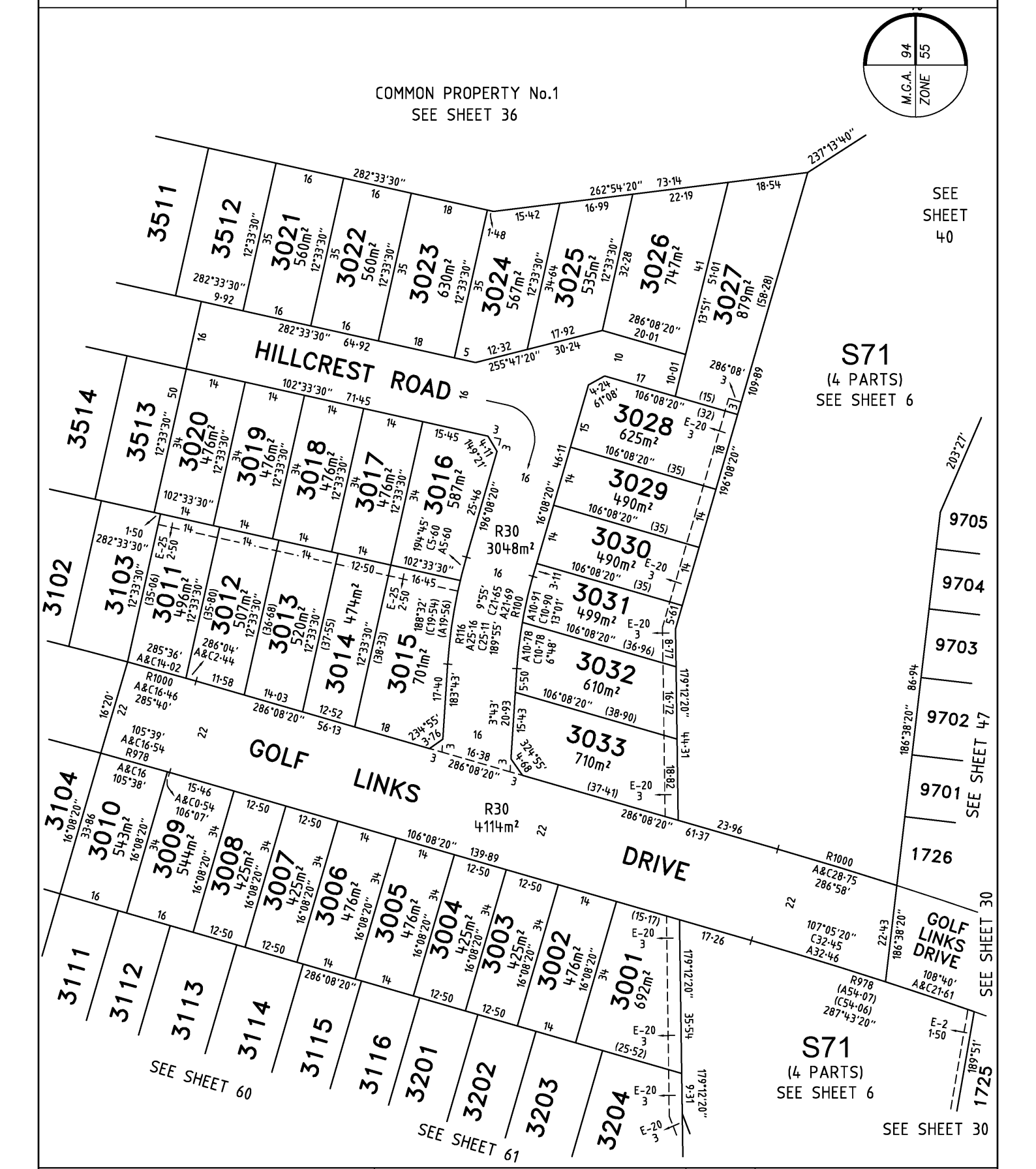
ORIGINAL SHEET SIZE A3

SHEET 54

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 55 of 109

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 1:800

8 0 16 32
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

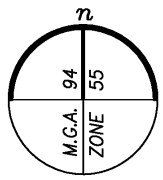
REFERENCE 24610333
DRAWING 2461035EA

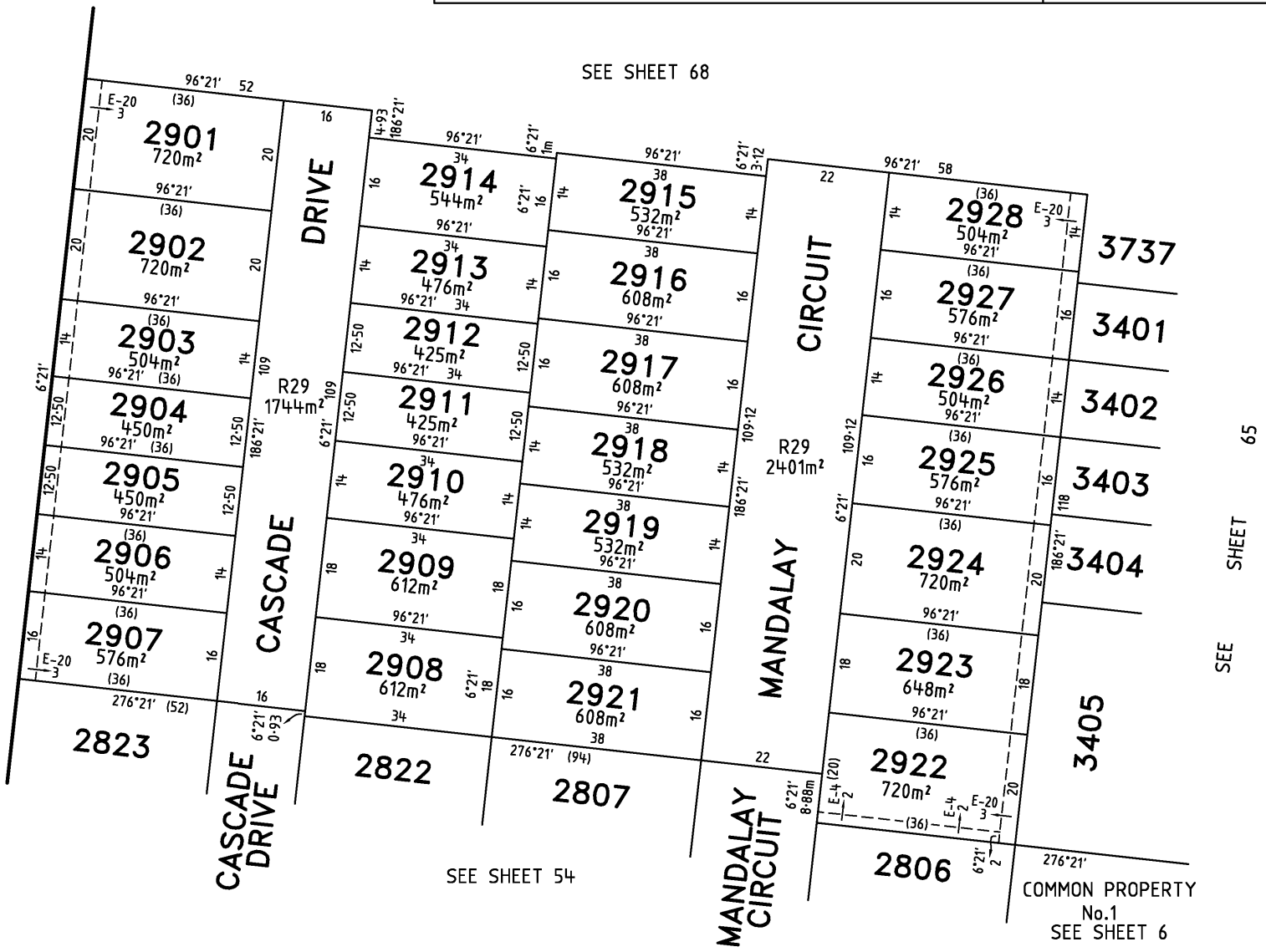
ORIGINAL SHEET SIZE A3

SHEET 55

PLAN OF SUBDIVISION

PS 617320S





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

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

8 0 16 32
LENGTHS ARE IN METRES

SCALE 1:800

ORIGINAL SHEET SIZE A3

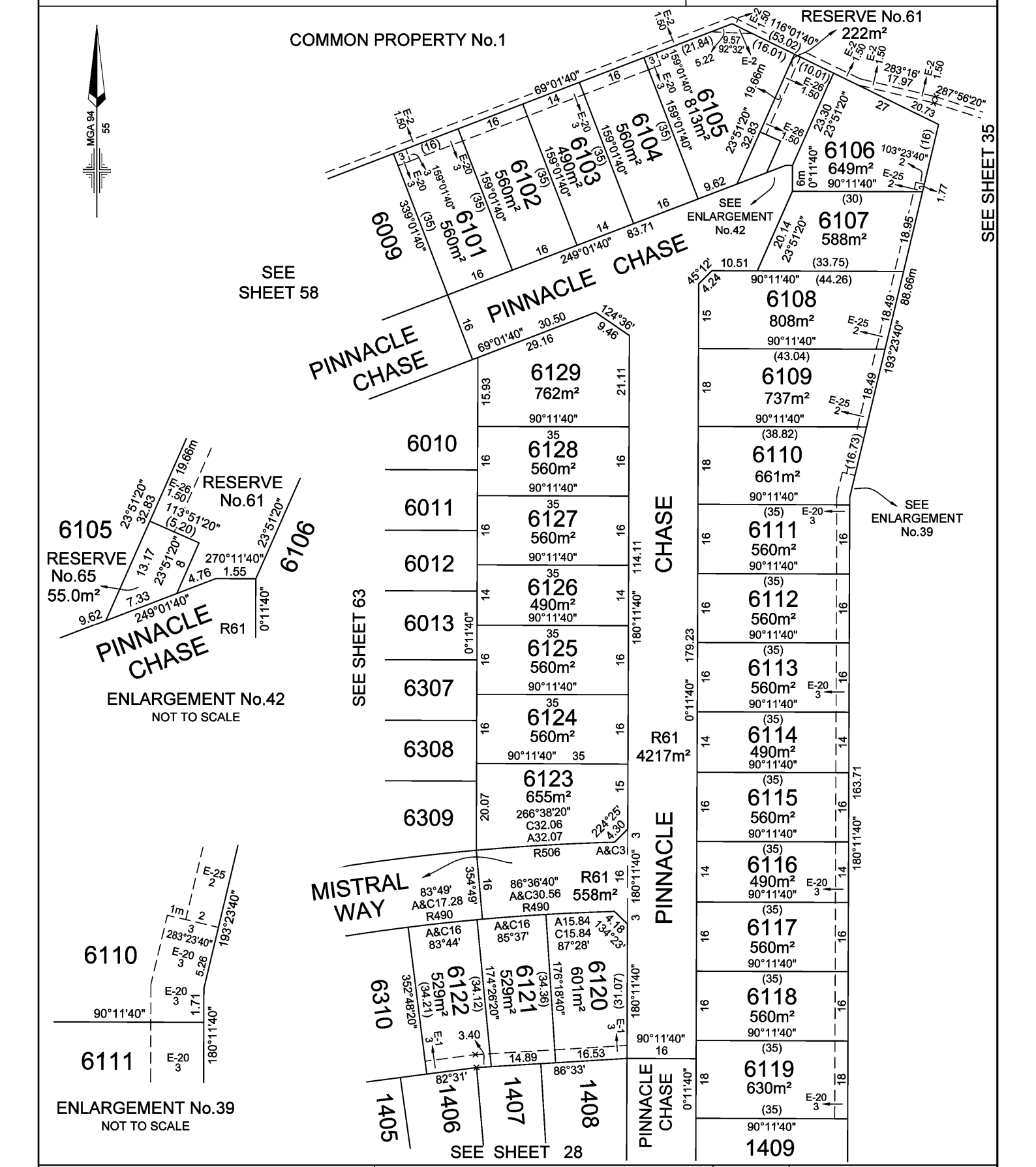
SHEET 56

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 56 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 57 of 109

PLAN OF SUBDIVISION

PS 617320S

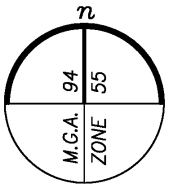


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 21/01/19 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 57

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 58 of 109

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1

SEE SHEET 57

SEE SHEET 57

SEE SHEET 48

SEE SHEET 63

SEE SHEET 49

CHASE

PINNACLE

INGOT STREET

MISTRAL WAY

1905

1906

1907

1908

1909

1910

6001 490m²

6002 560m² (35)

6003 560m² (35)

6004 703m² (35)

6005 560m² (35)

6006 490m² (35)

6007 490m² (35)

6008 560m² (35)

6009 630m² (35)

6010 66 m²

6011 490m²

6012 490m²

6013 560m²

6014 612m² (34)

6015 810m²

6016 769m²

6017 476m² (34)

R60 2214m²

R60 862m²

MANDALAY

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

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18

REFERENCE 24610333

VERSION A

DRAWING 2461035EA

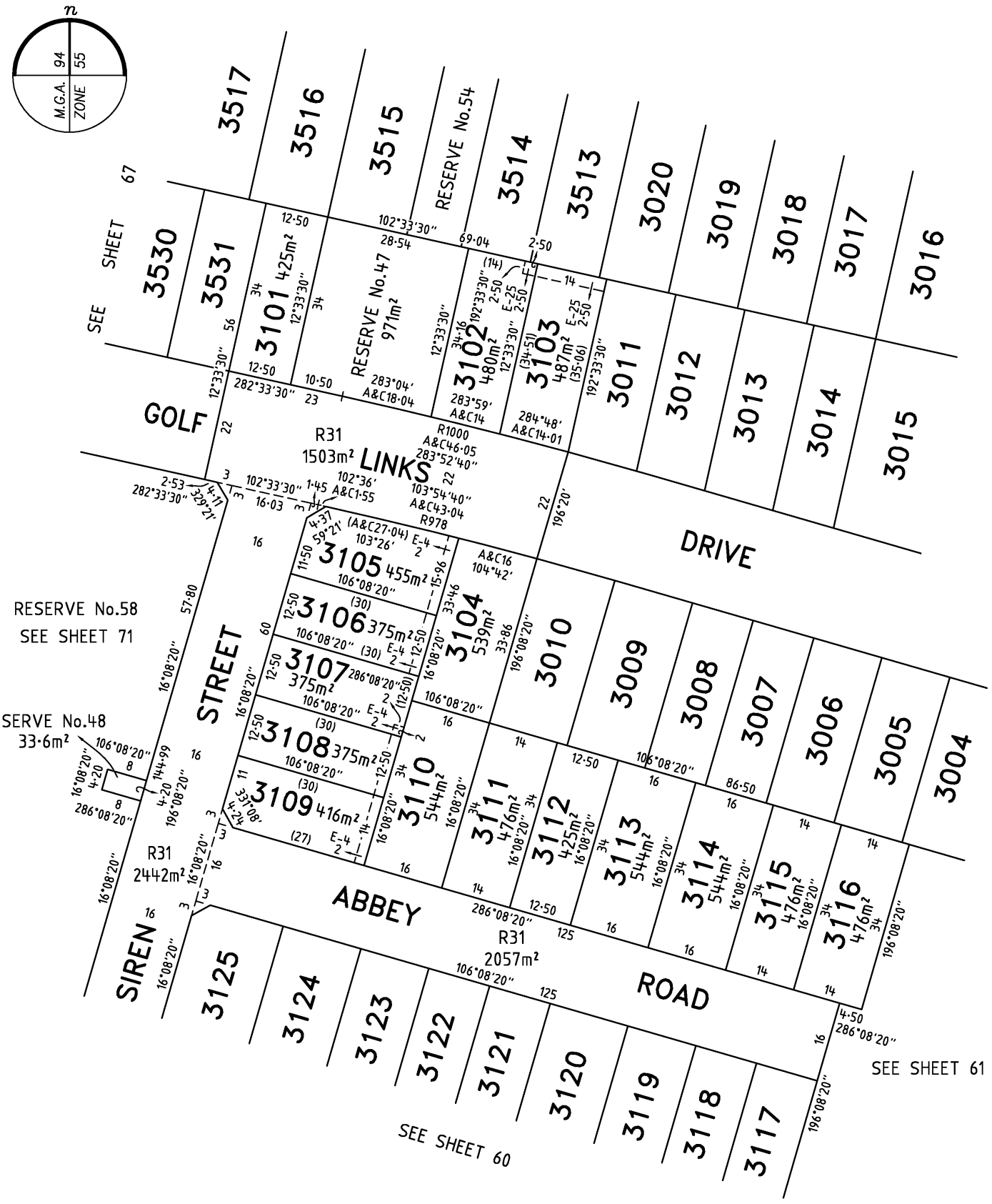
ORIGINAL SHEET SIZE A3

SHEET 58

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 59 of 109

PLAN OF SUBDIVISION

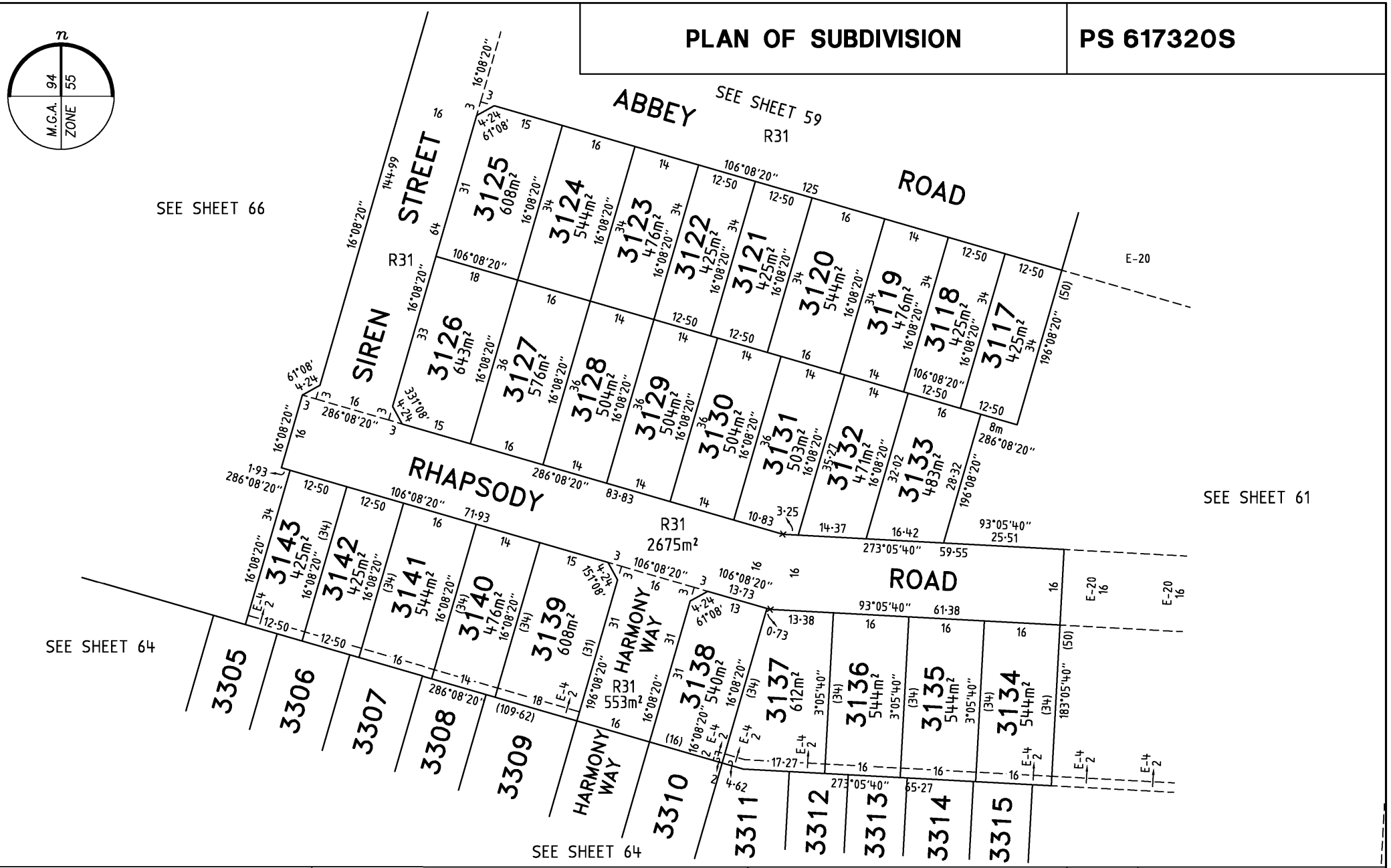
PS 617320S



MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7·5 0 15 30 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA		ORIGINAL SHEET SIZE A3 SHEET 59

PLAN OF SUBDIVISION

PS 617320S



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

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30
LENGTHS ARE IN METRES

SCALE 1:750

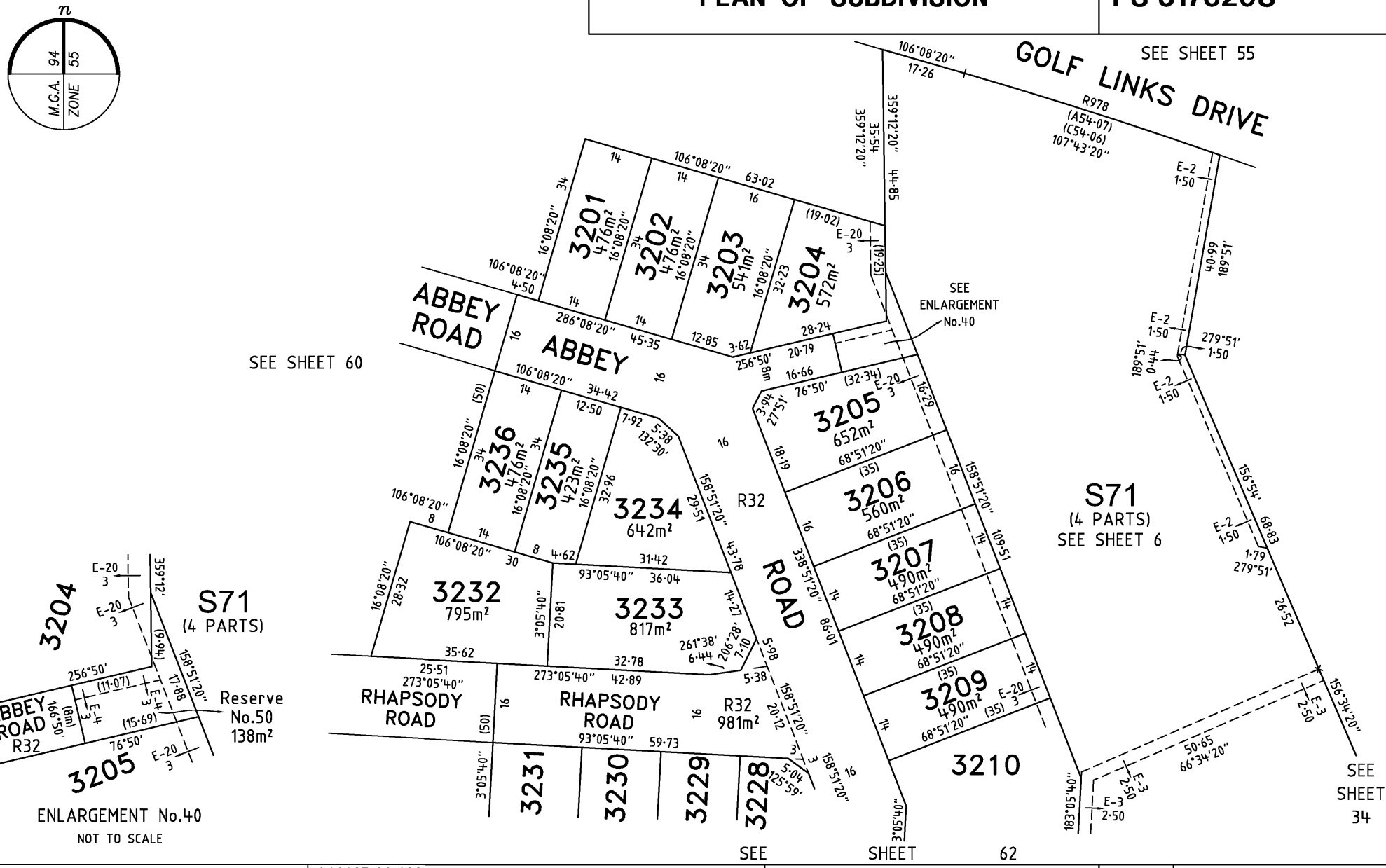
ORIGINAL SHEET SIZE A3

SHEET 60

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 60 of 109

PLAN OF SUBDIVISION

PS 617320S

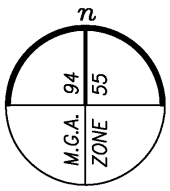


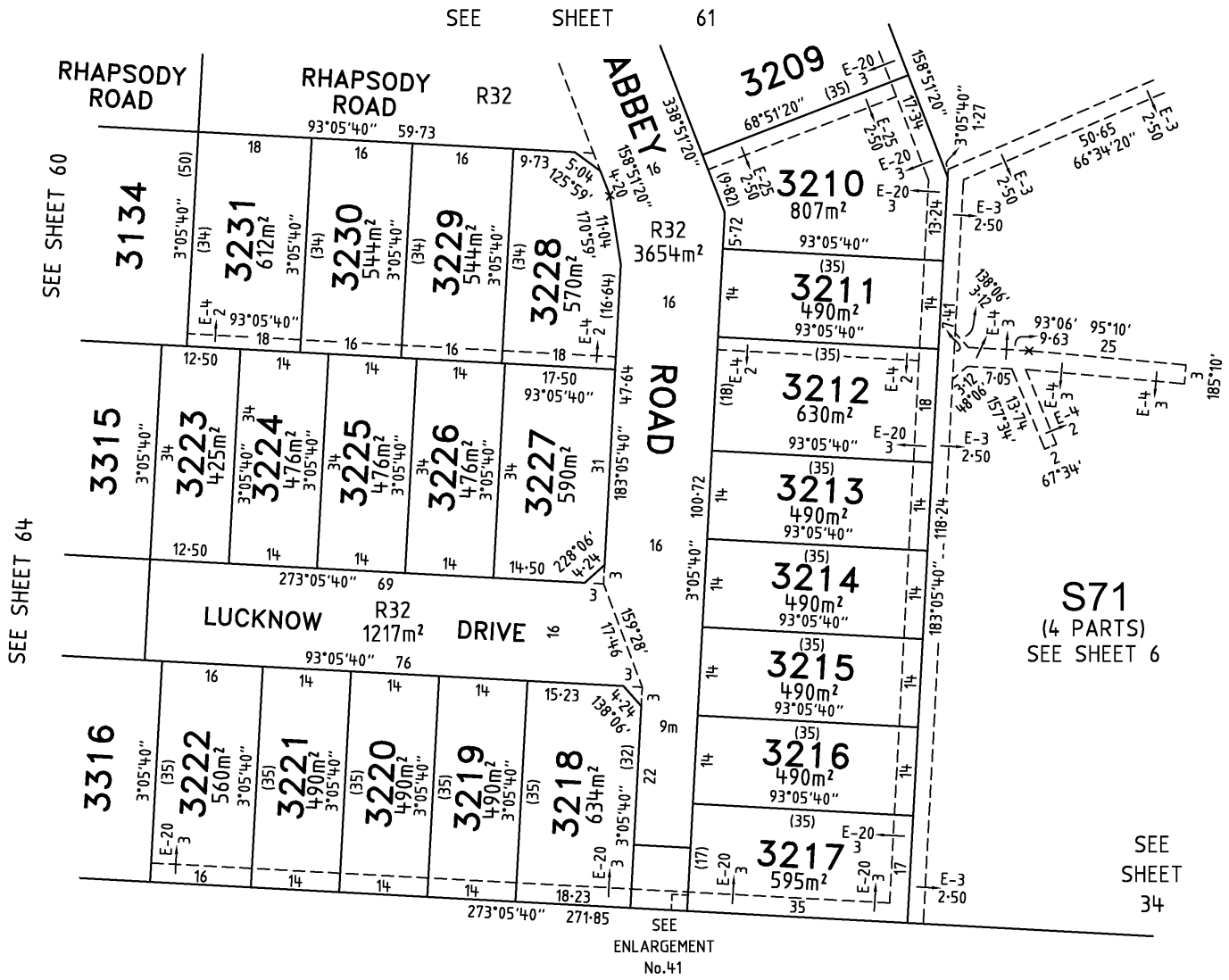
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	MANDALAY LICENSED SURVEYOR GREGORY STUART WILLIAMS DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA	7·5 0 15 30 LENGTHS ARE IN METRES	SCALE 1:750	ORIGINAL SHEET SIZE A3 SHEET 61

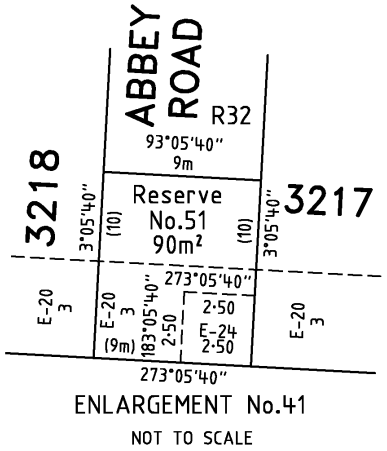
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 61 of 109

PLAN OF SUBDIVISION

PS 617320S







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

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

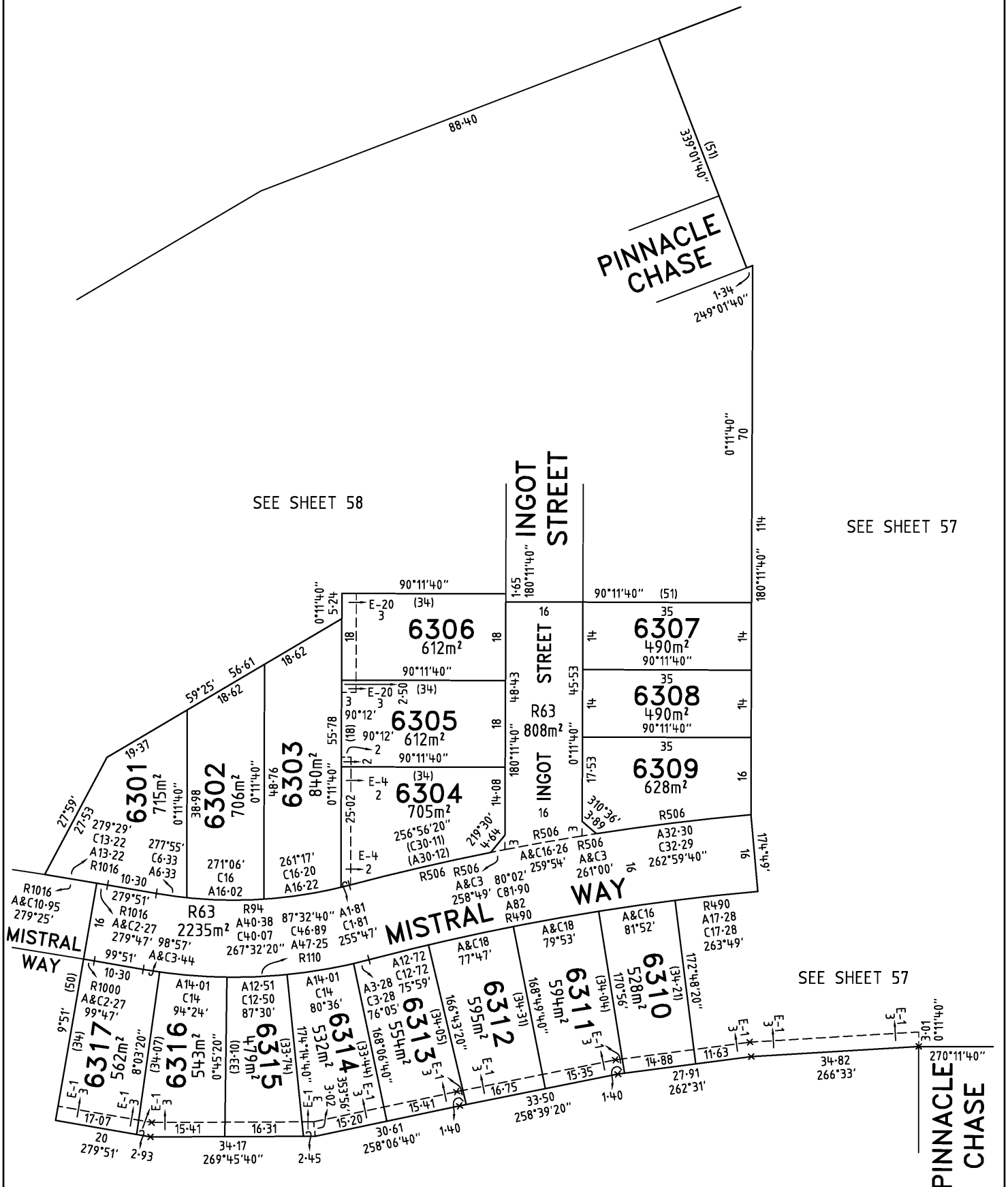
SHEET 62

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 62 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 63 of 109

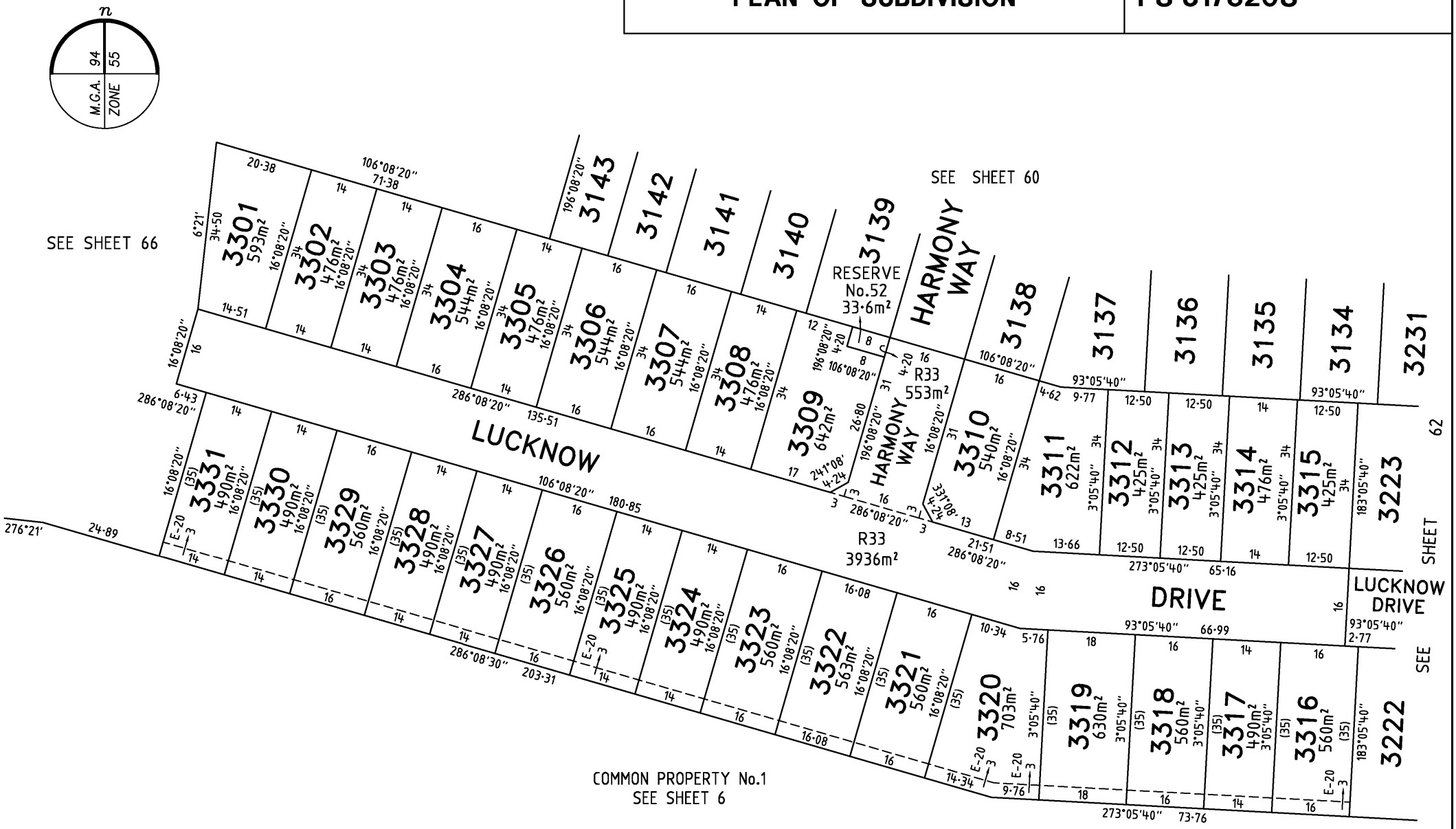
PLAN OF SUBDIVISION

PS 617320S



PLAN OF SUBDIVISION

PS 617320S



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

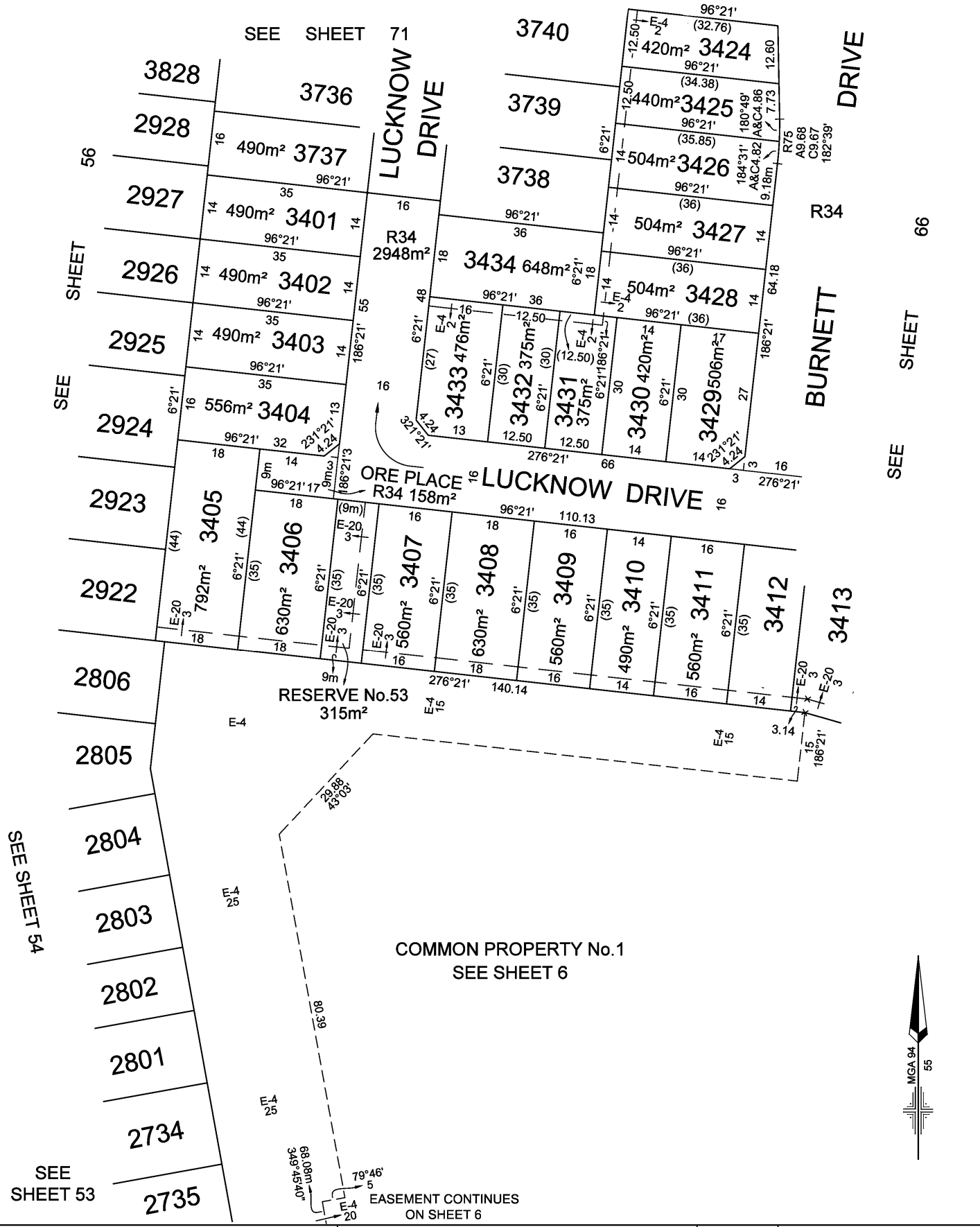
MANDALAY	7·5 0 15 30 LENGTHS ARE IN METRES	SCALE 1:750	ORIGINAL SHEET SIZE A3
LICENSED SURVEYOR GREGORY STUART WILLIAMS			SHEET 64
DATE 15/05/18 REFERENCE 24610333			
VERSION A DRAWING 2461035EA			

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 64 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 65 of 109

PLAN OF SUBDIVISION

PS 617320S

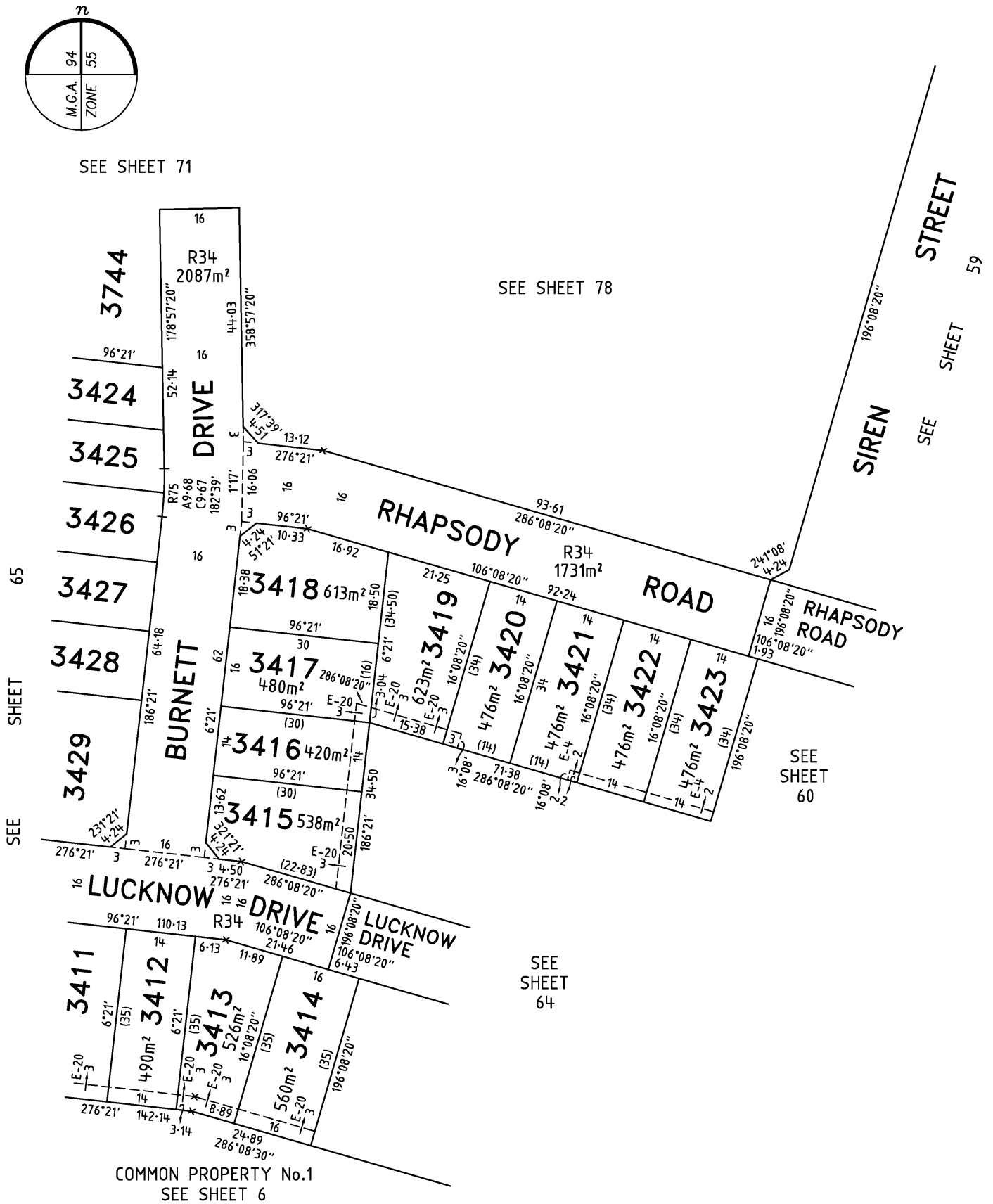


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 08/11/17 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 65

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 66 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610343

VERSION A DRAWING 2461035EA

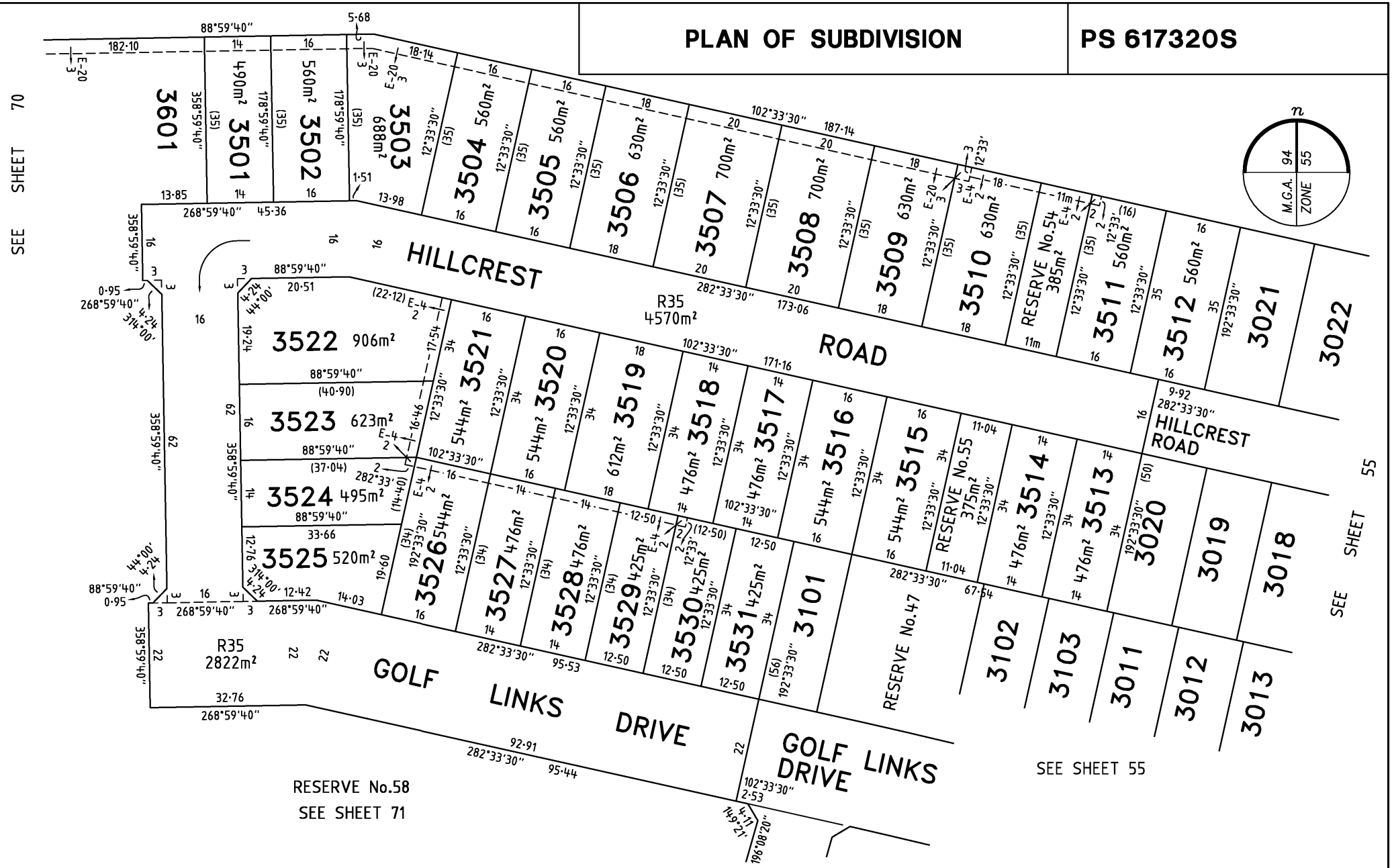
ORIGINAL SHEET SIZE A3

SHEET 66

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



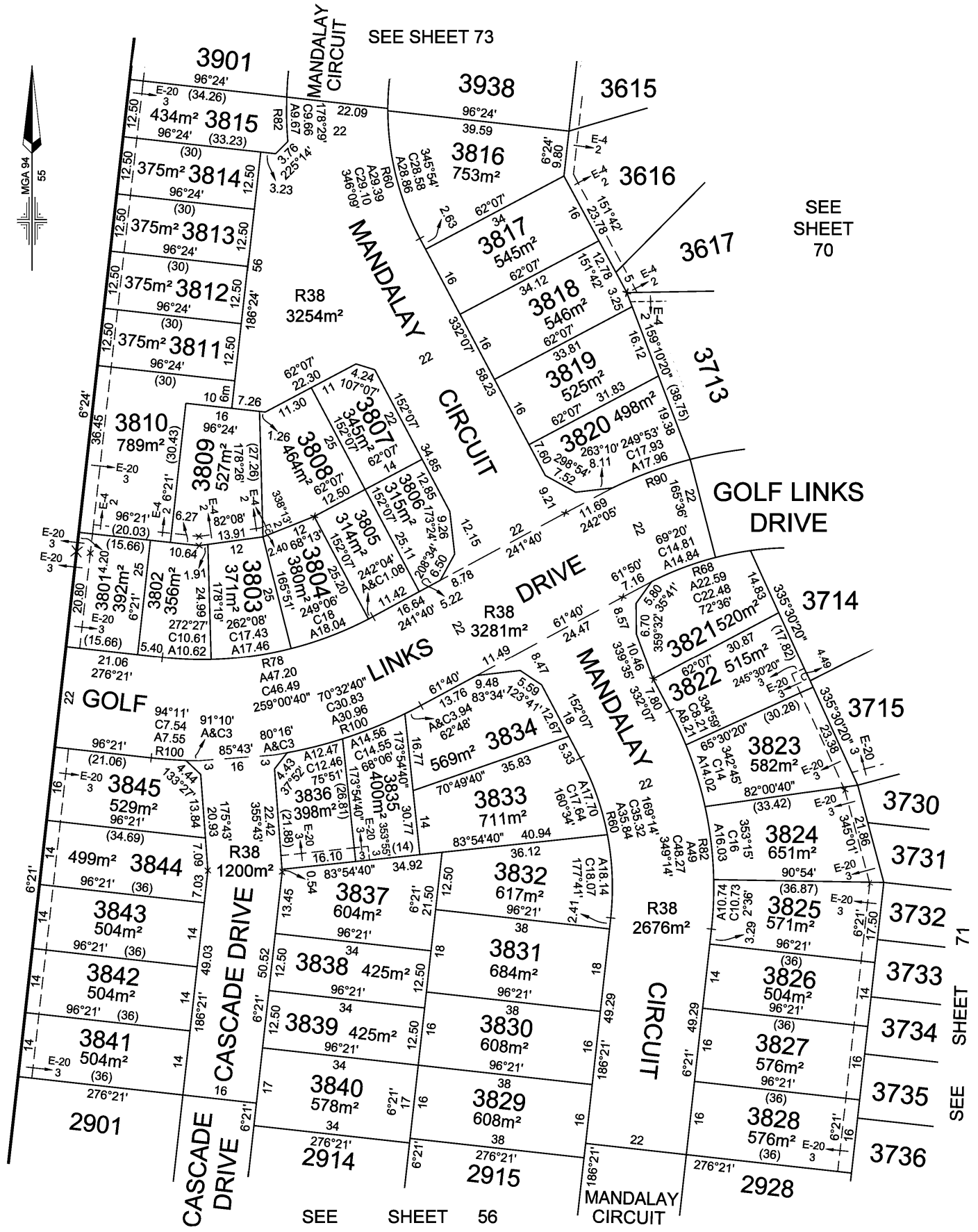
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	MANDALAY LICENSED SURVEYOR GREGORY STUART WILLIAMS DATE 15/05/18 REFERENCE 24610353 VERSION A DRAWING 2461035EA	7·5 0 15 30 LENGTHS ARE IN METRES	SCALE 1:750	ORIGINAL SHEET SIZE A3 SHEET 67

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 67 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 68 of 109

PLAN OF SUBDIVISION

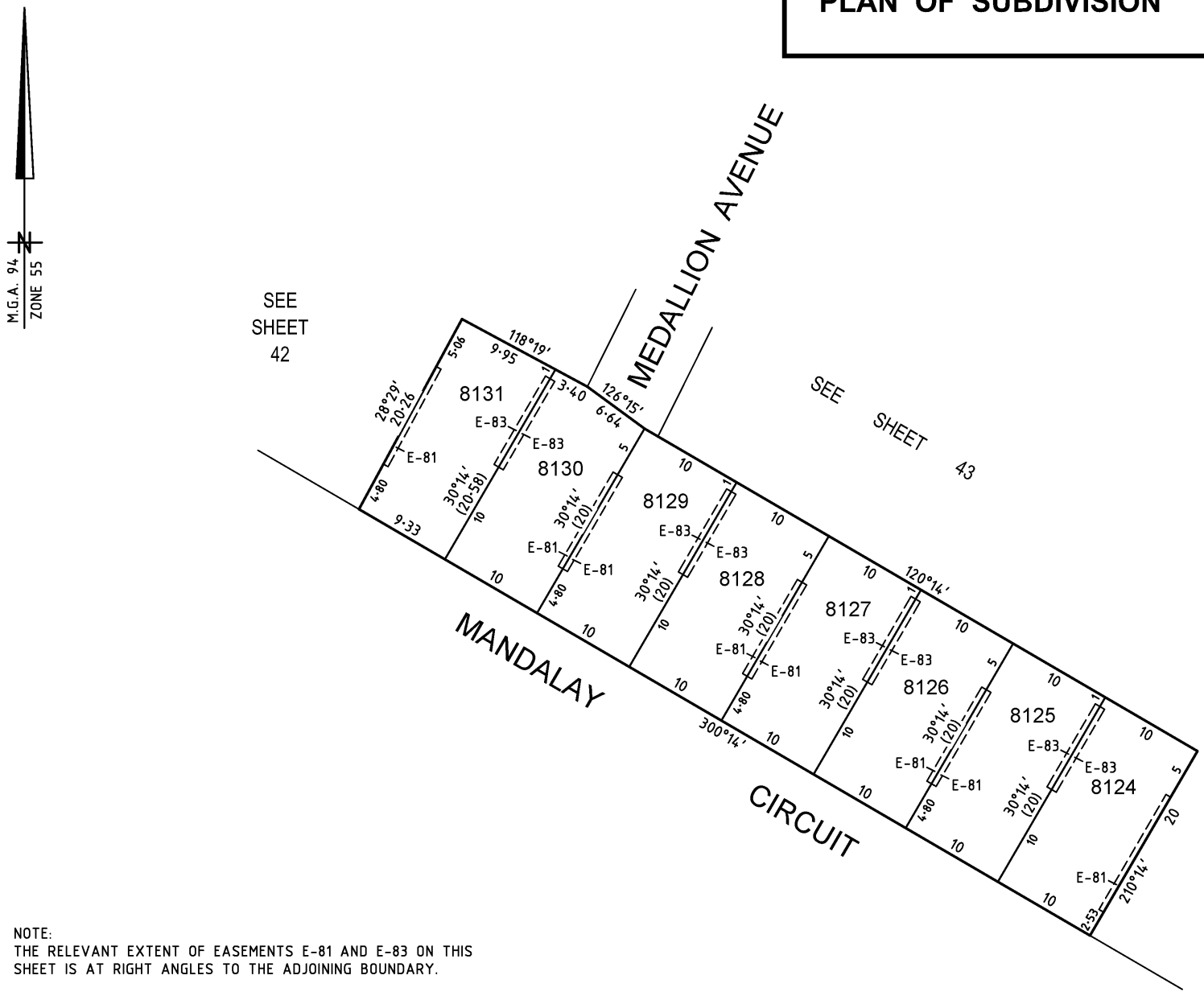
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



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

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

SMEC

Melbourne Survey T 9869 0813 F 9869 0901

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

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

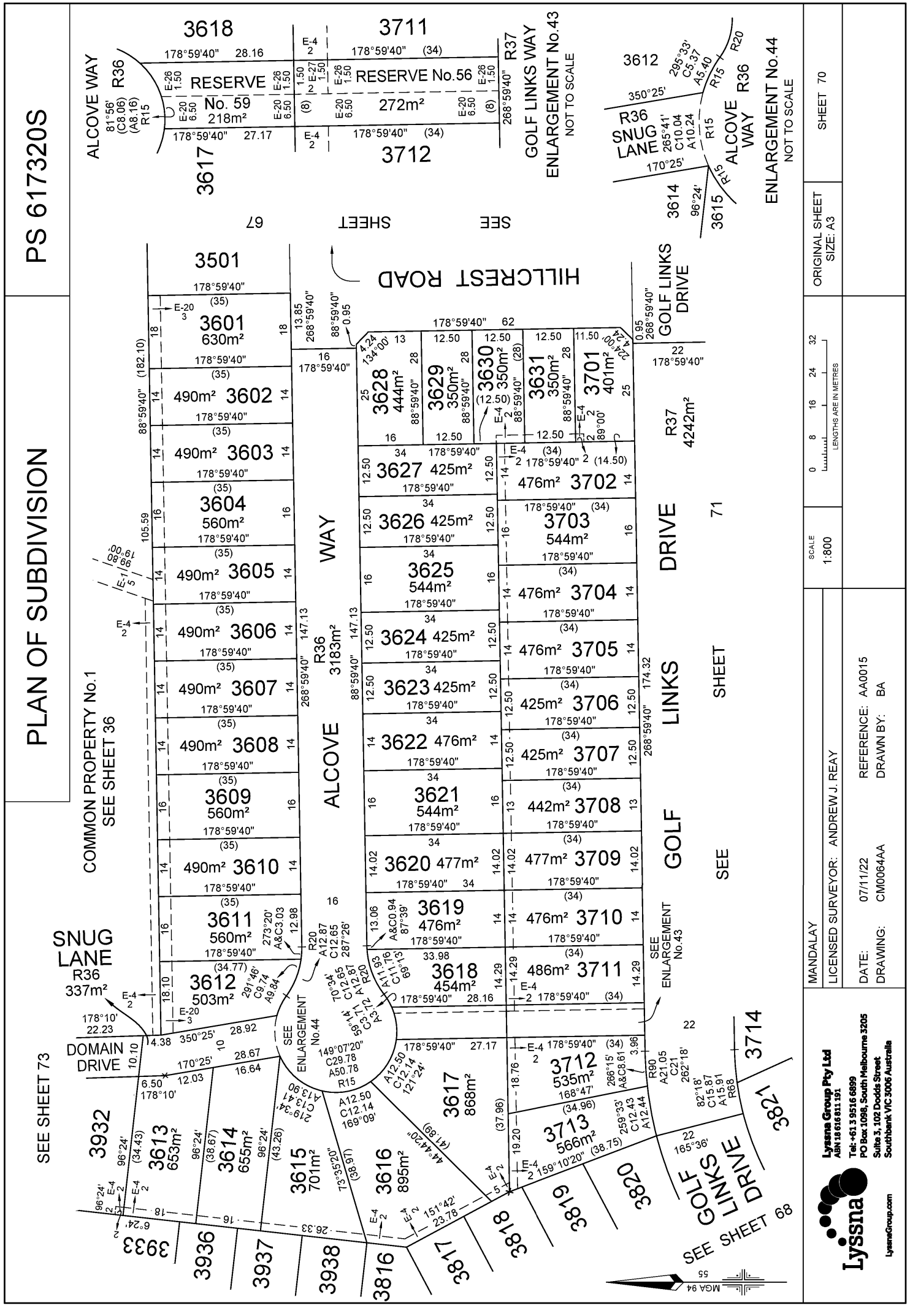
Digitally signed by:
Mitchell Shire Council,
15/10/2015,
SPEAR Ref: S074808A

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 69 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 70 of 109

PS 617320S

PLAN OF SUBDIVISION



MANDALAY	
LICENSED SURVEYOR: ANDREW J. REAY	
DATE: 07/11/22	REFERENCE: AA0015
DRAWING: CM0064AA	DRAWN BY: BA

SCALE 1:800

0 8 16 24 32
LENGTHS ARE IN METRES

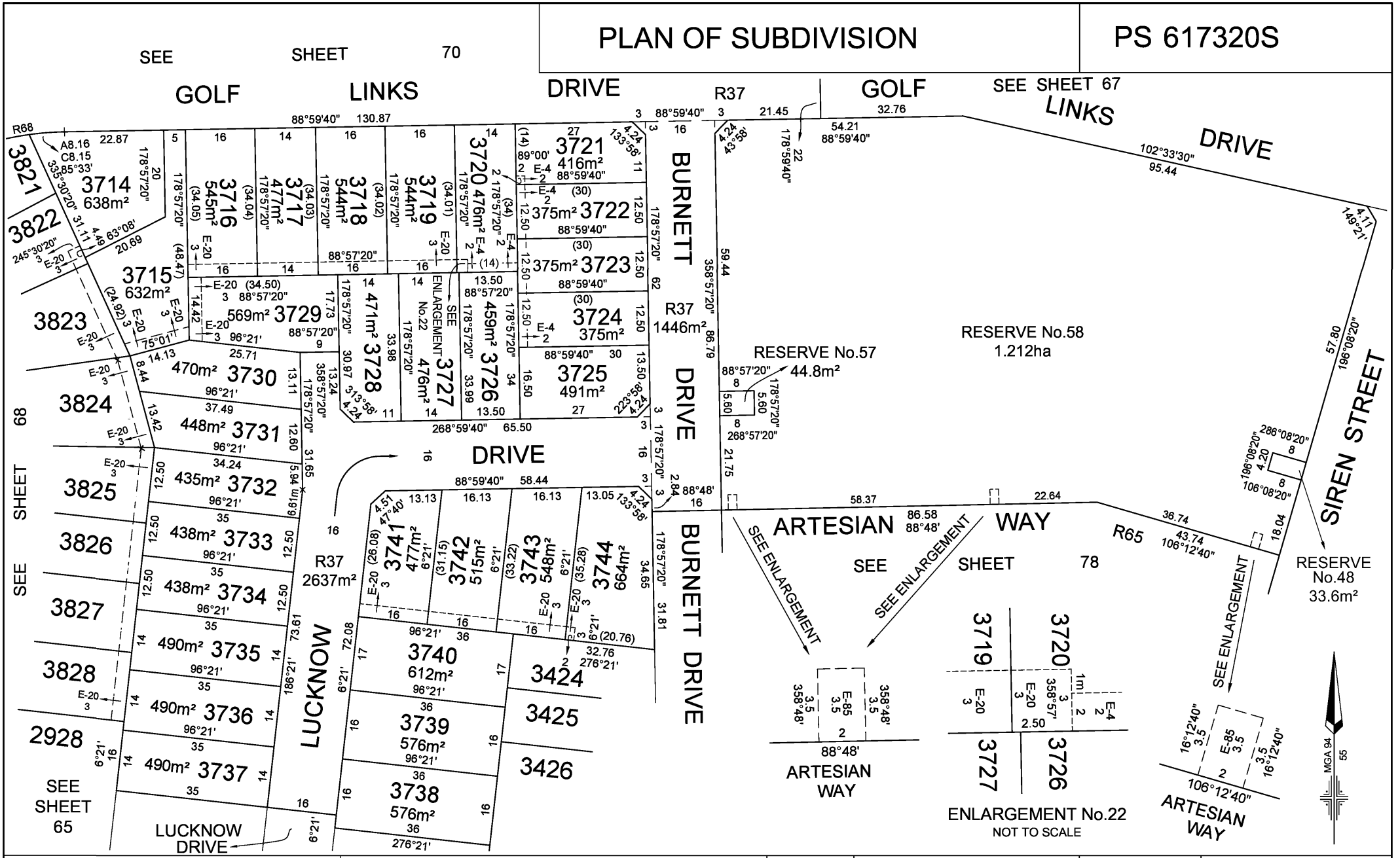
ORIGINAL SHEET SIZE: A3

SHEET 70

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



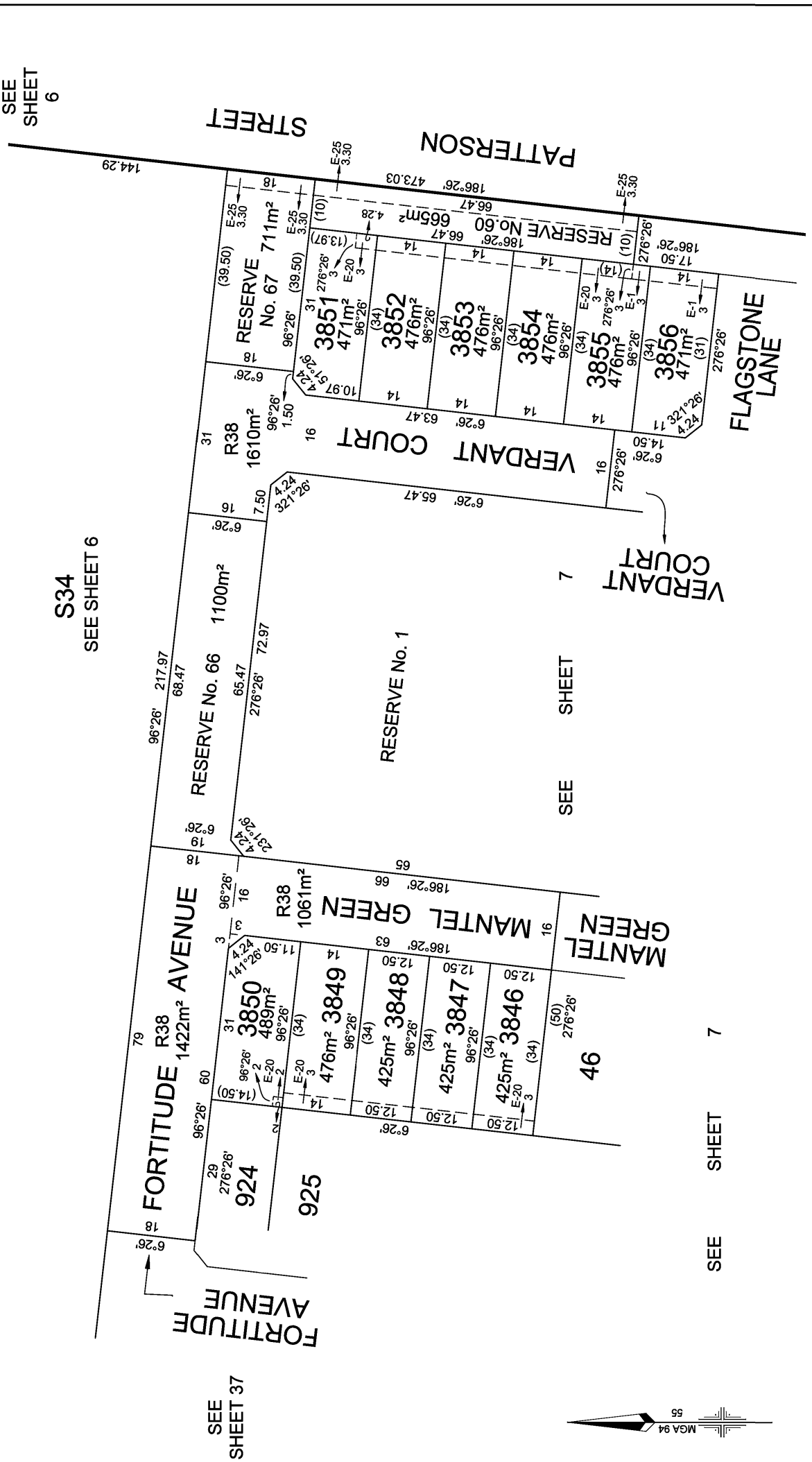
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 71
	DATE: 05/02/21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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 71 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 72 of 109

PLAN OF SUBDIVISION

PS 617320S



SCALE 1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 72

MANDALAY - 38

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 23/08/18 REFERENCE: AA0015

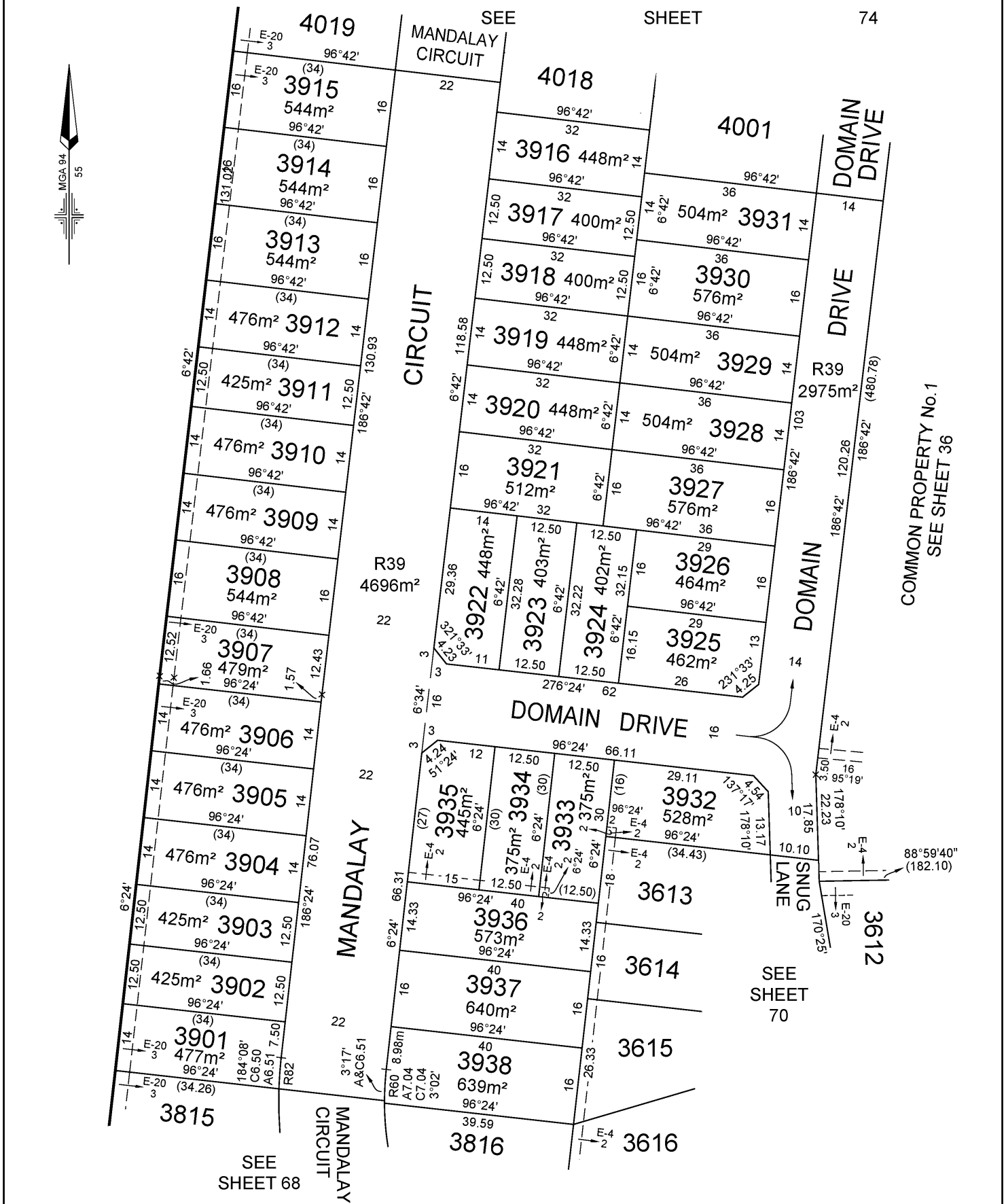
DRAWING: CM0061AB DRAWN BY: LS

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 73 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

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

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 07/11/22 REFERENCE: AA0015

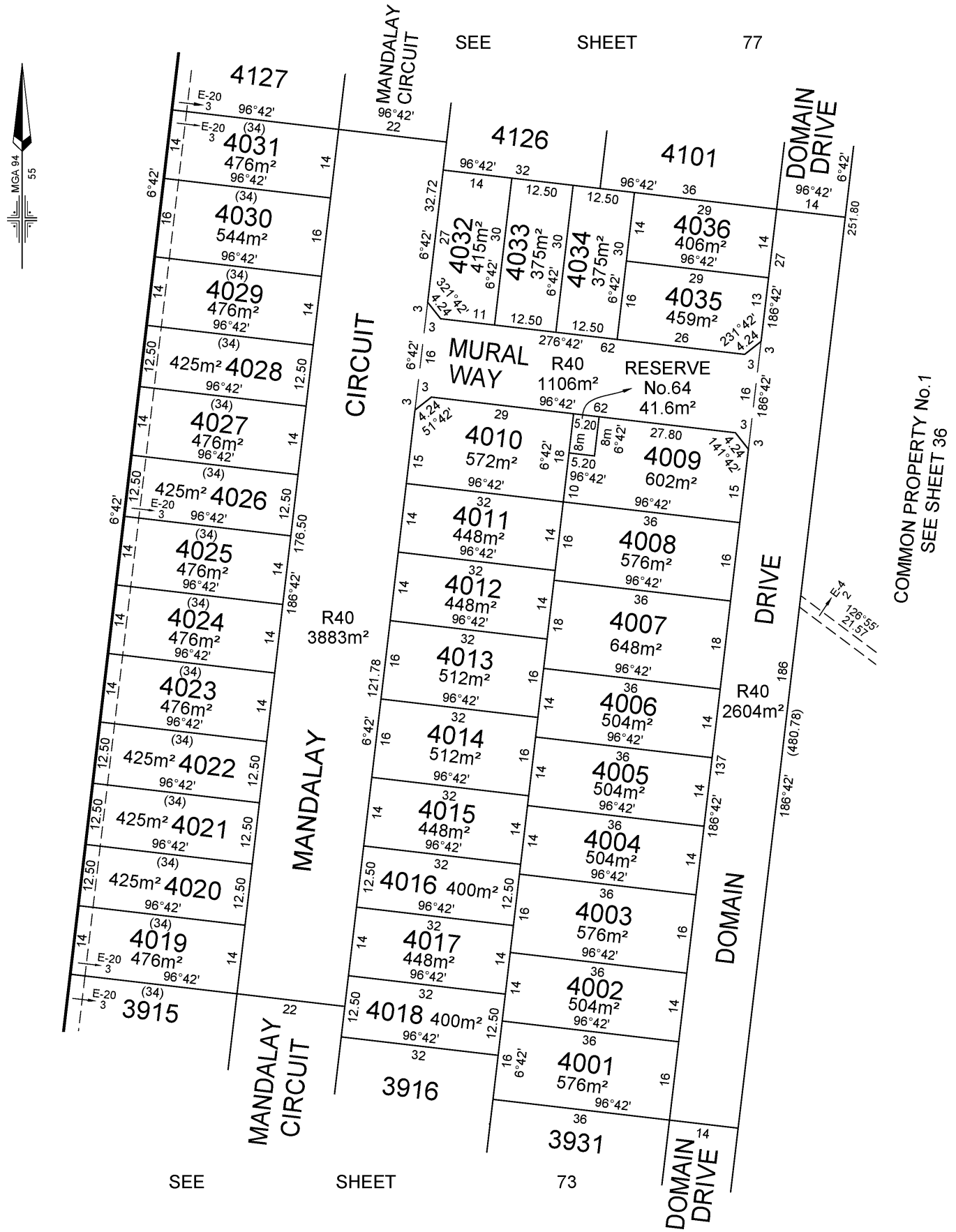
DRAWING: CM0064AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 73

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 74 of 109

PLAN OF SUBDIVISION

PS 617320S

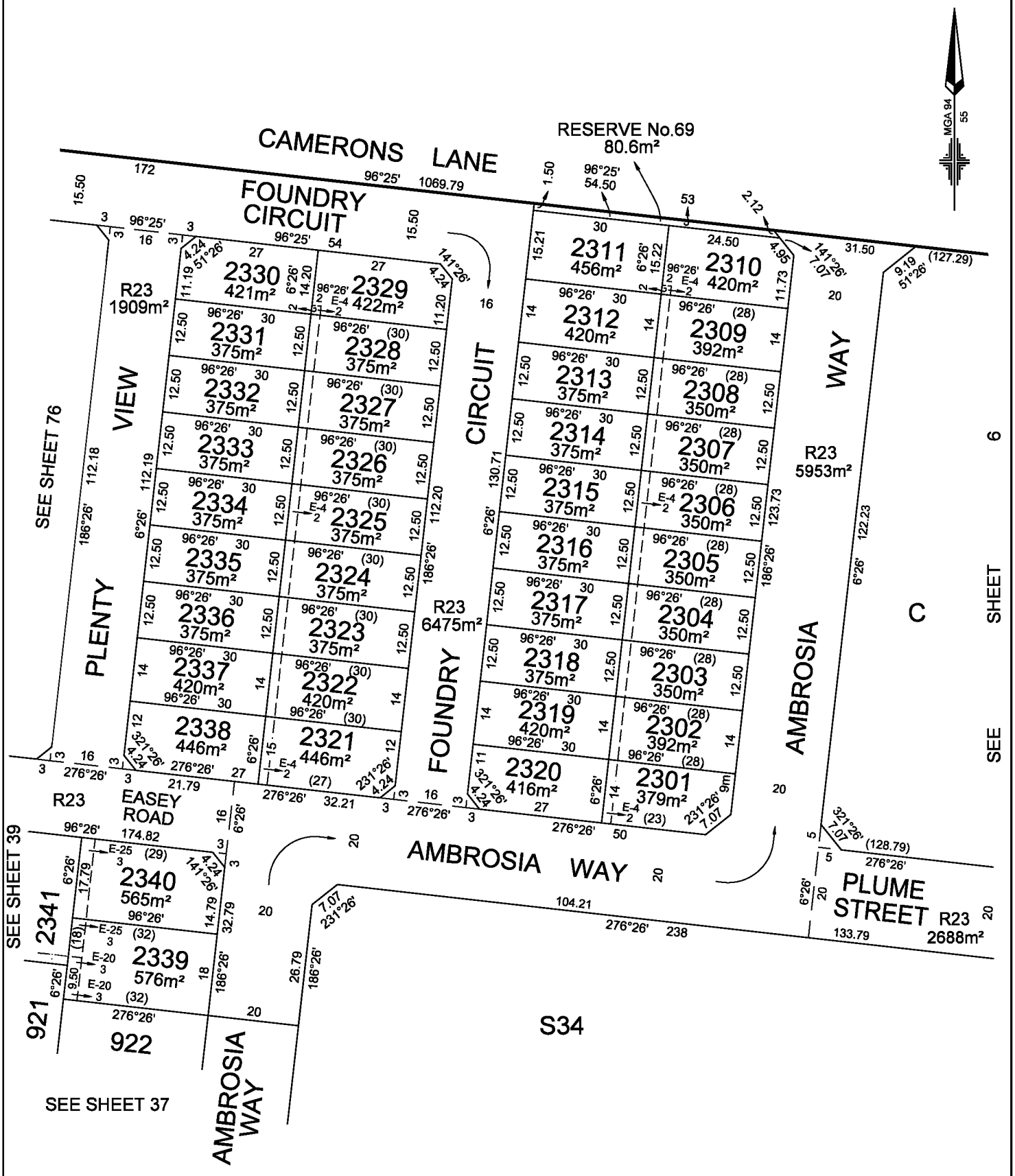


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 07/11/22 REFERENCE: AA0015 DRAWING: CM0064AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 74

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 75 of 109

PLAN OF SUBDIVISION

PS 617320S

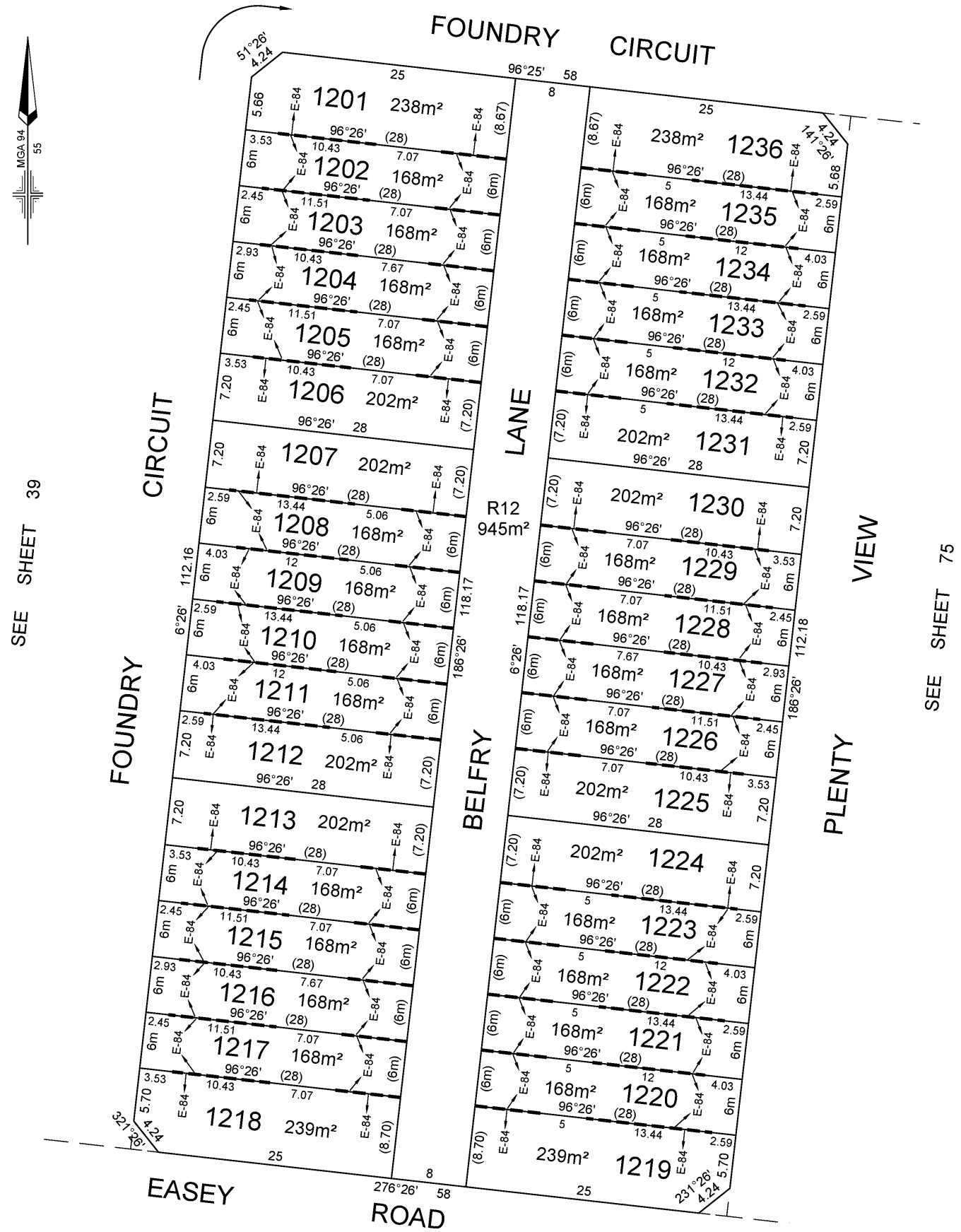


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0094AA DRAWN BY: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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 76 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY - 12

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

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:400

0 4 8 12 16
LENGTHS ARE IN METRES

DATE: 17/06/19 REFERENCE: AA0015

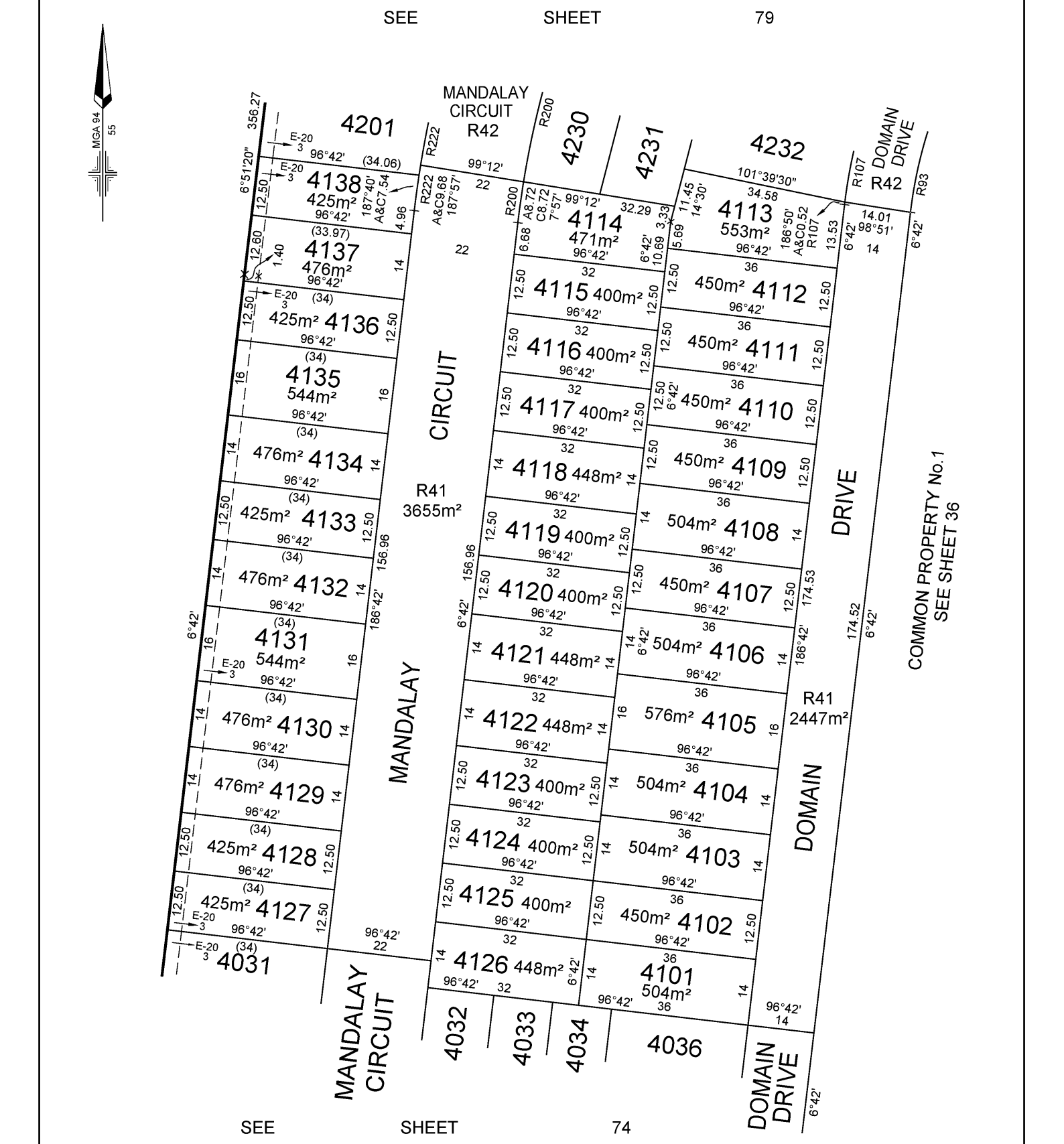
DRAWING: CM0012AA DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 76

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 77 of 109

PLAN OF SUBDIVISION

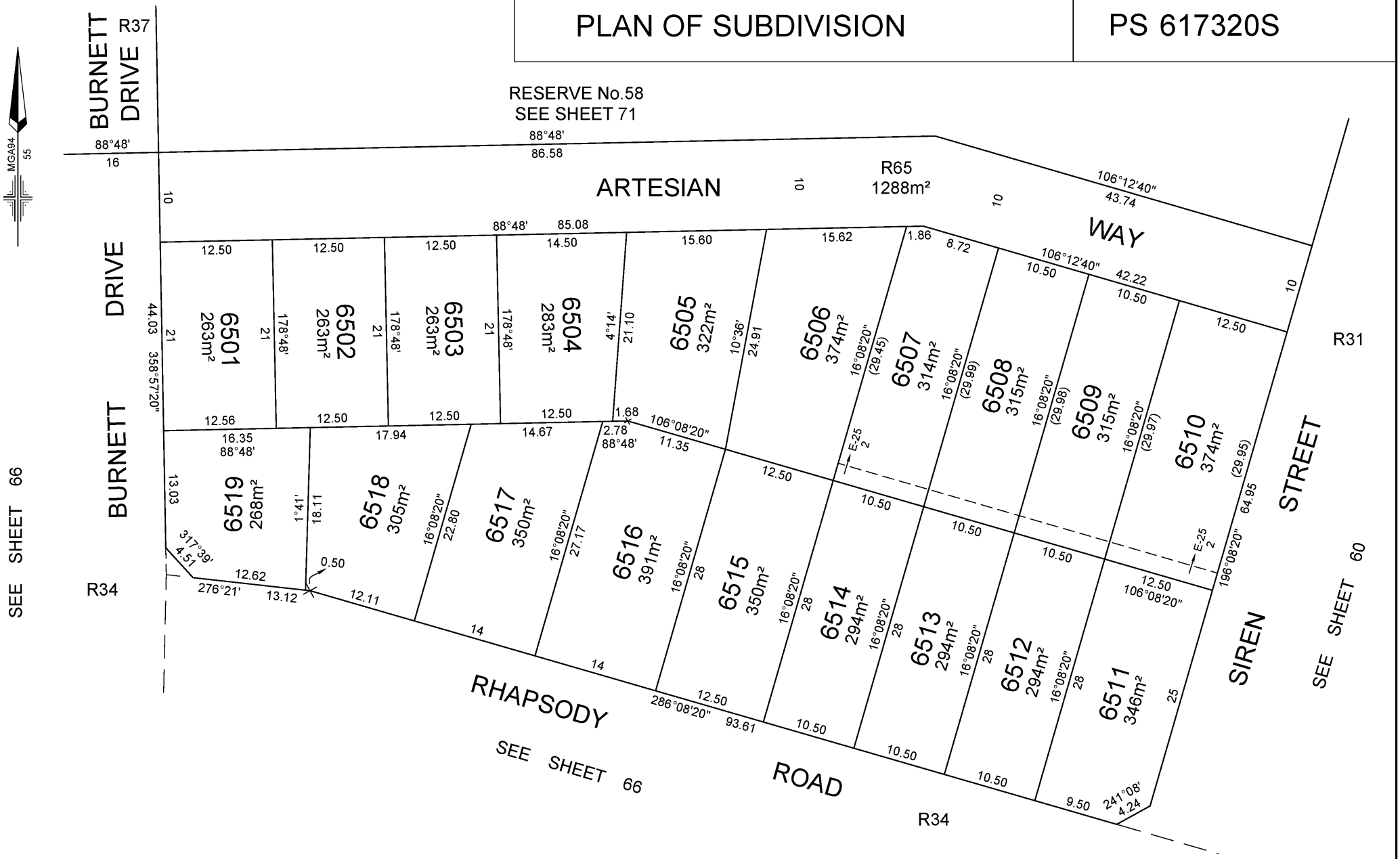
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



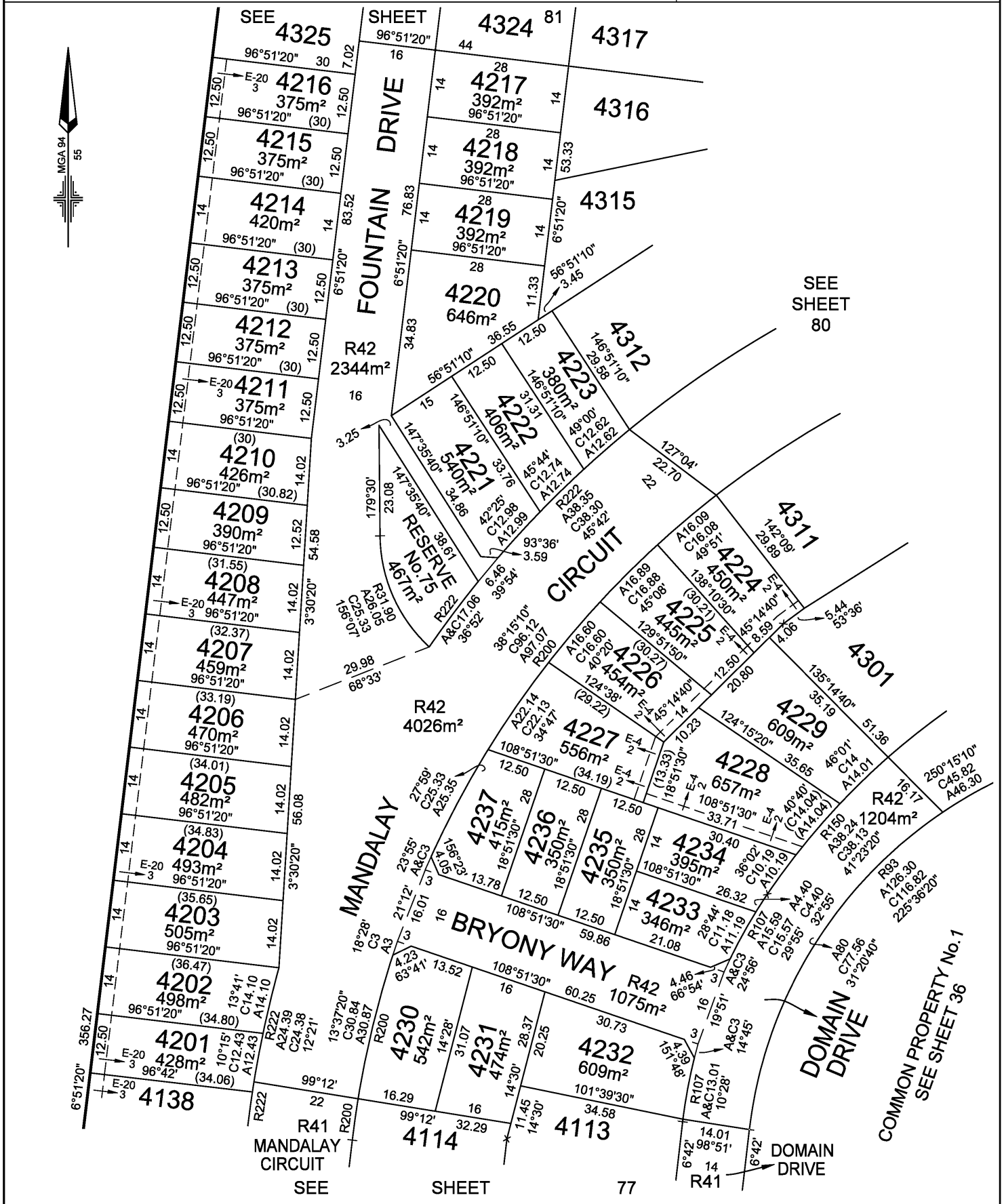
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:400	0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 78
	DATE: 05/02/21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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 78 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 79 of 109

PLAN OF SUBDIVISION

PS 617320S

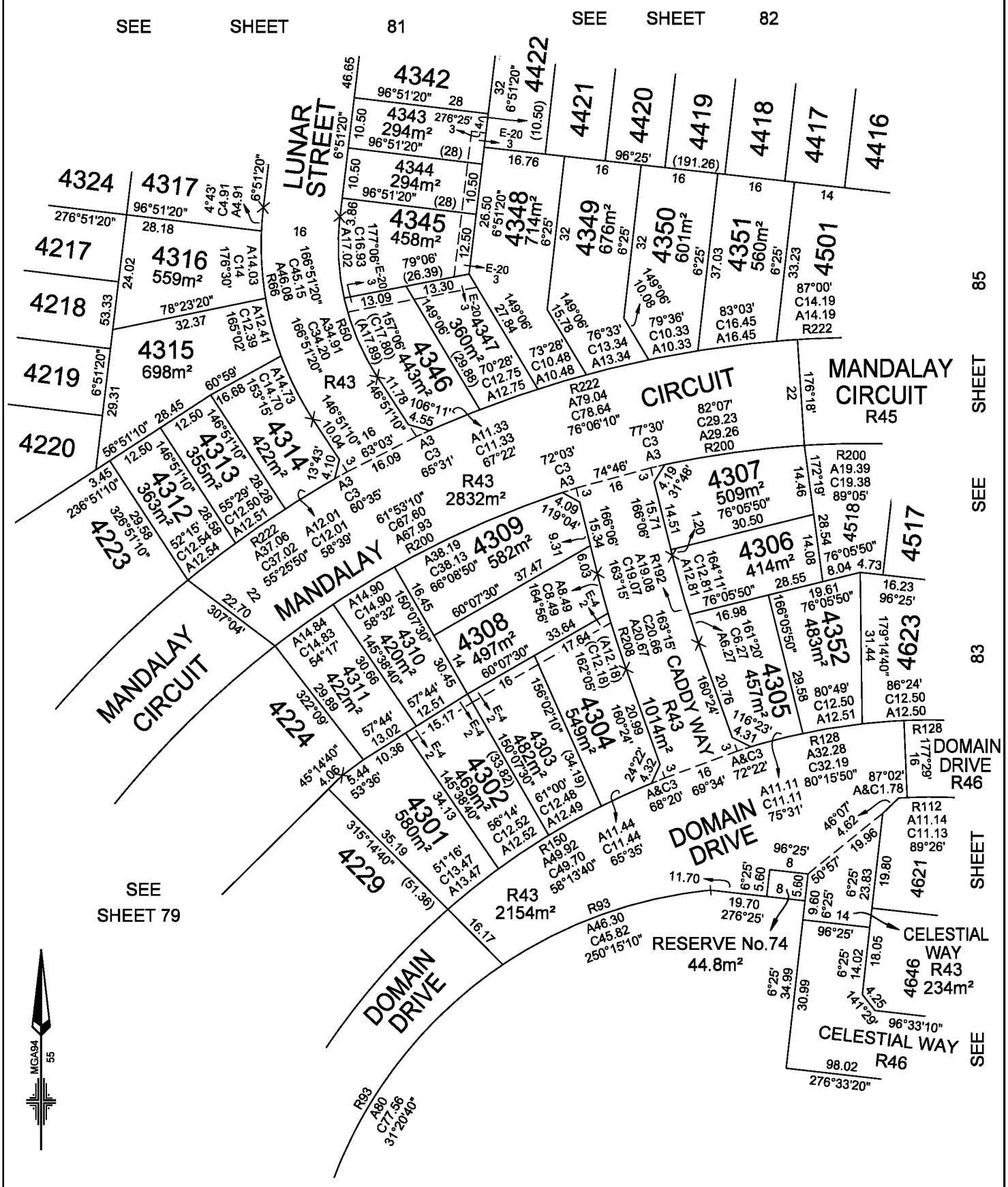


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 27/05/22 REFERENCE: AA0015 DRAWING: CM0043AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 79

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 80 of 109

PLAN OF SUBDIVISION

PS 617320S

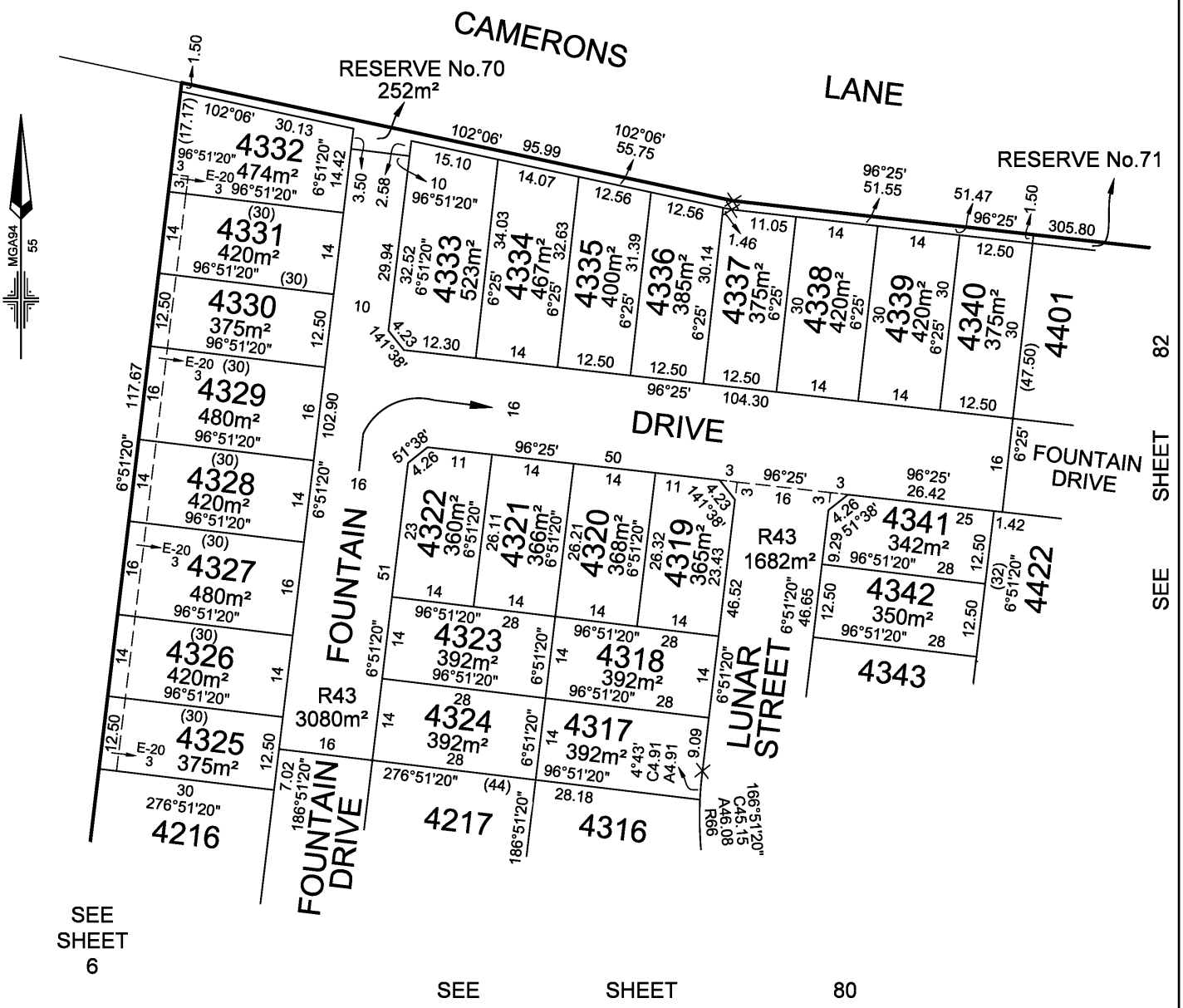


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0045AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 80

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 81 of 109

PLAN OF SUBDIVISION

PS 617320S

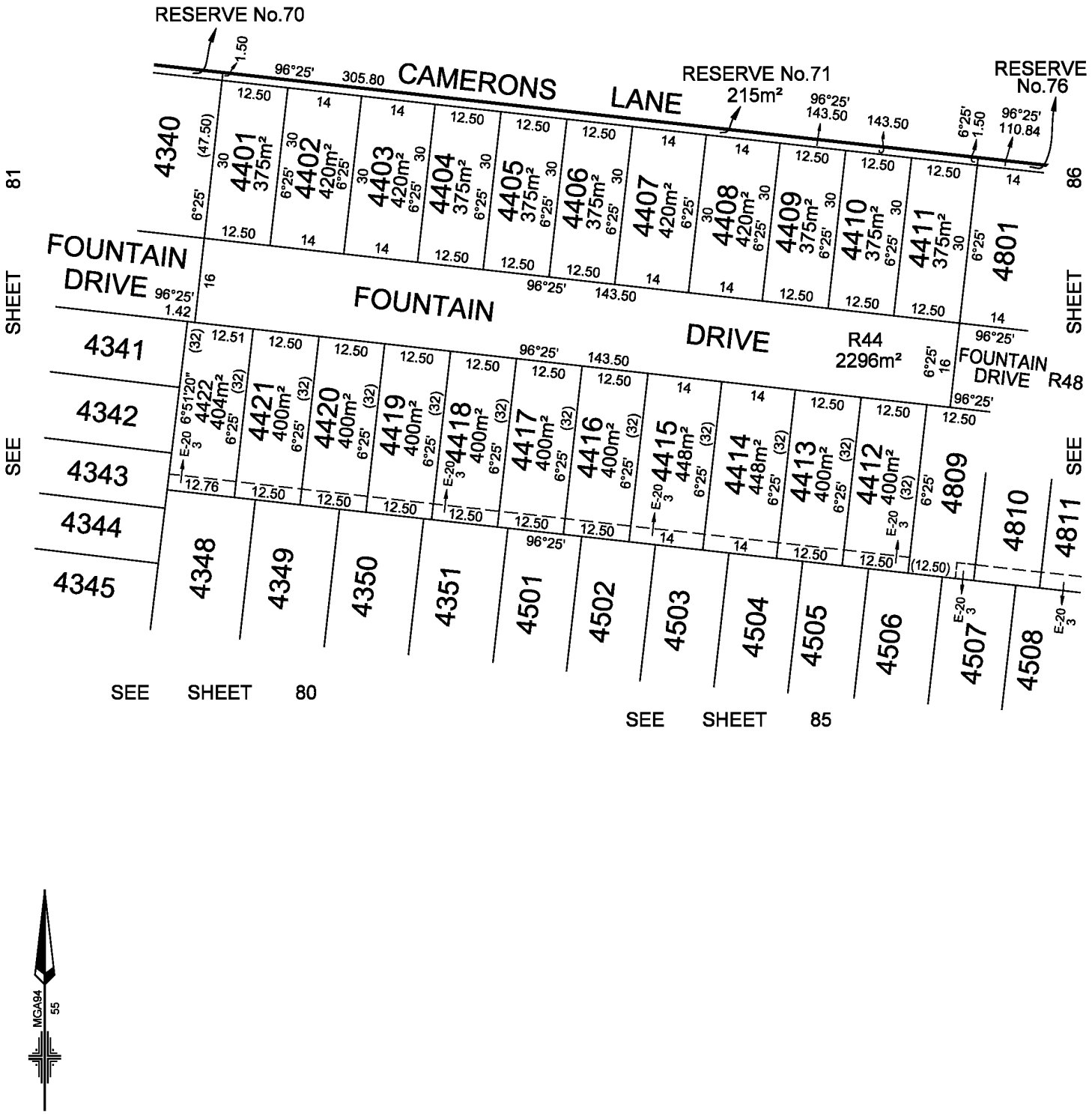


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 27/05/22 REFERENCE: AA0015 DRAWING: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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 82 of 109

PLAN OF SUBDIVISION

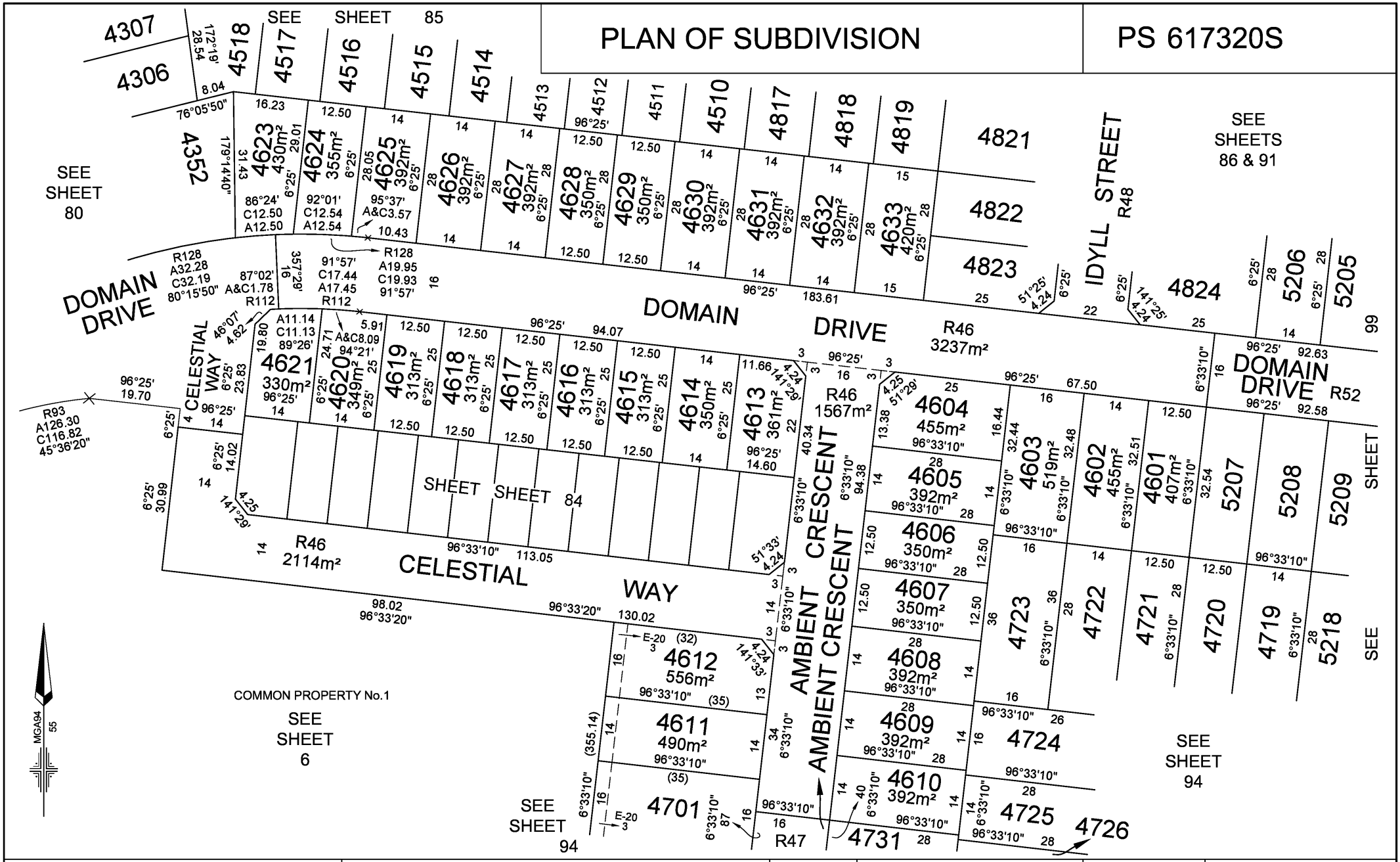
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S

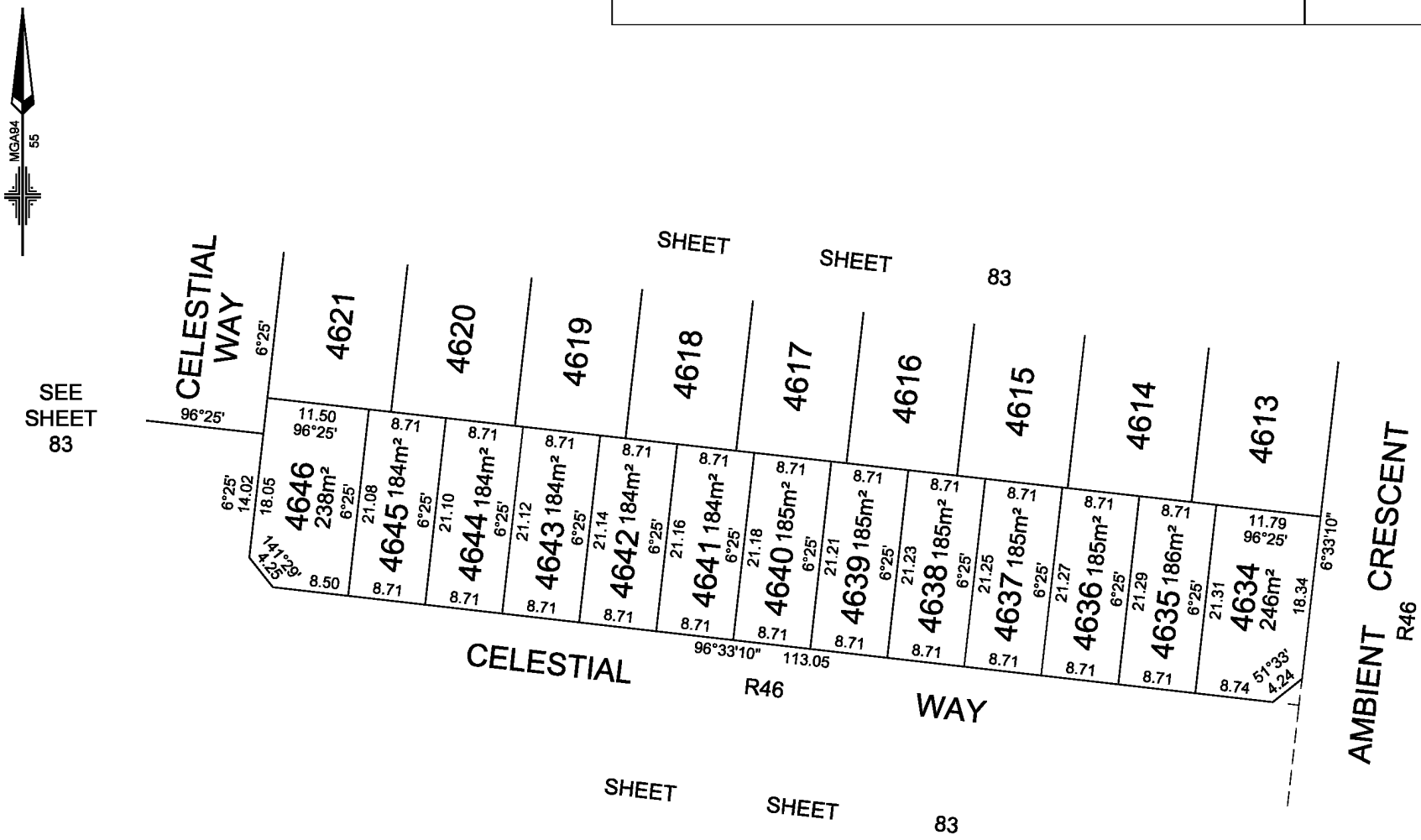


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 83
	DATE: 01/10/24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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 83 of 109

PLAN OF SUBDIVISION

PS 617320S



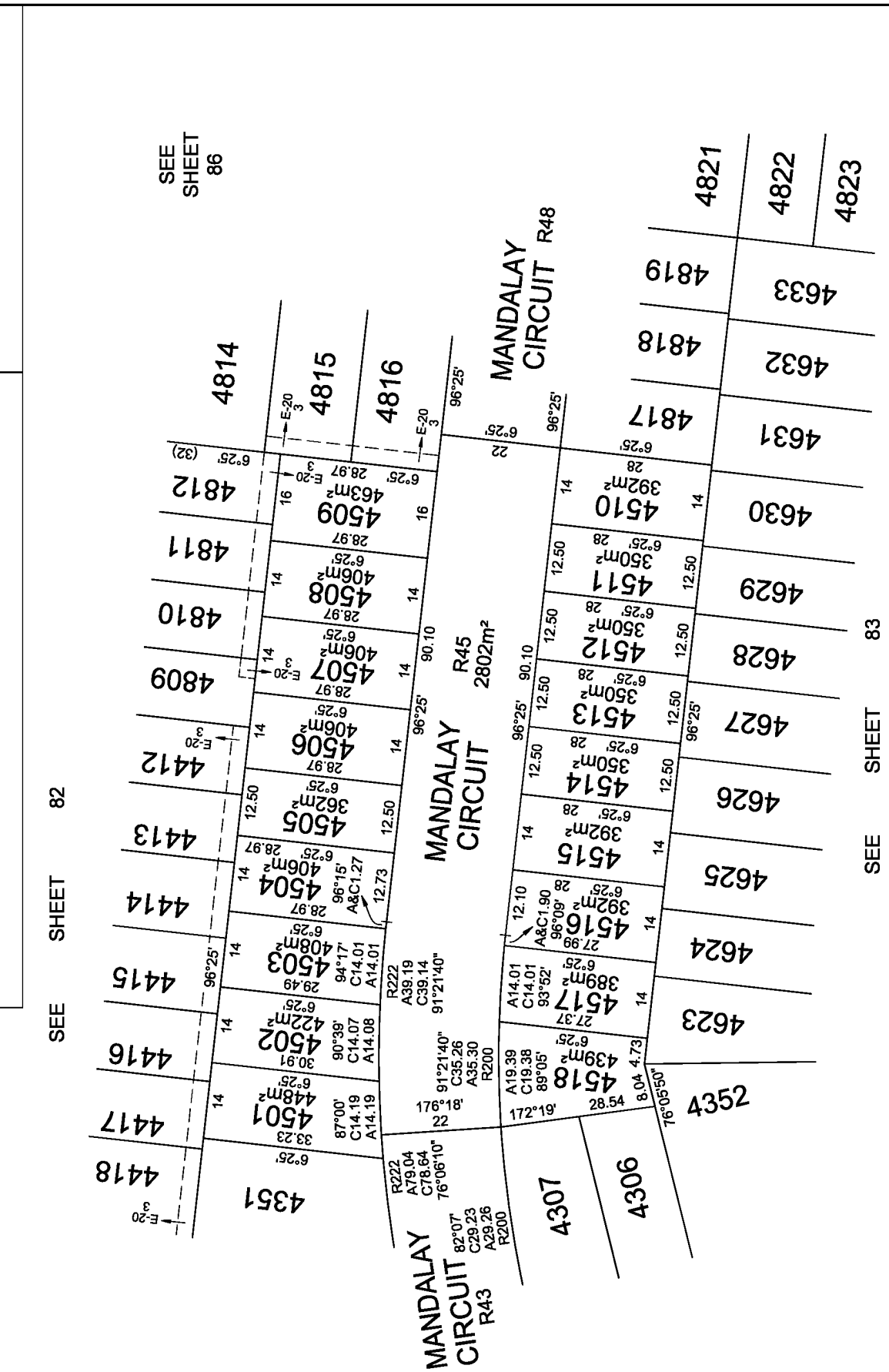
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 84
	DATE: 19/08/22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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 84 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 85 of 109

PLAN OF SUBDIVISION

PS 617320S



MGA94 55

Lyssna

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

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

SCALE 1:750

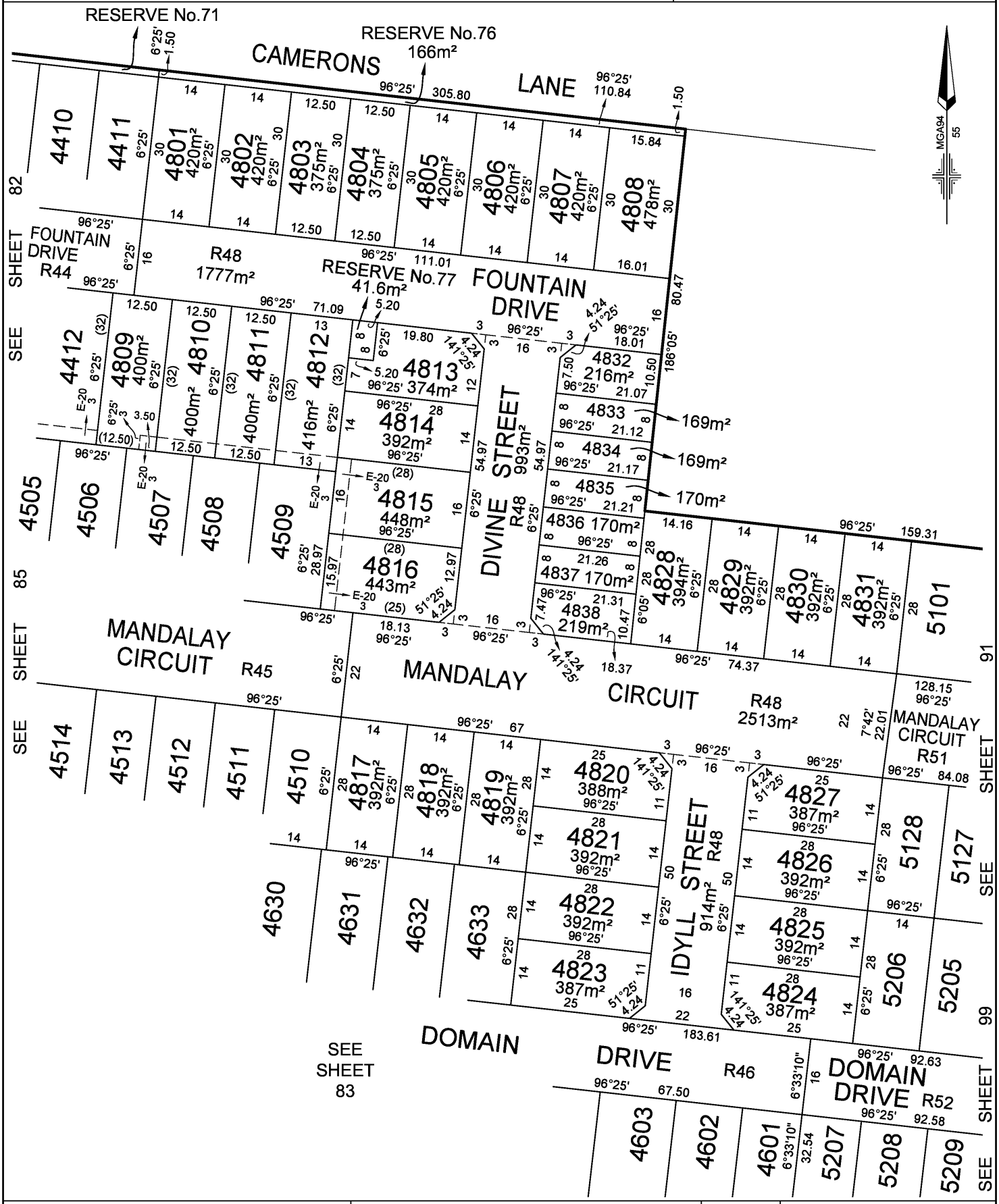
ORIGINAL SHEET SIZE: A3

SHEET 85

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 86 of 109

PLAN OF SUBDIVISION

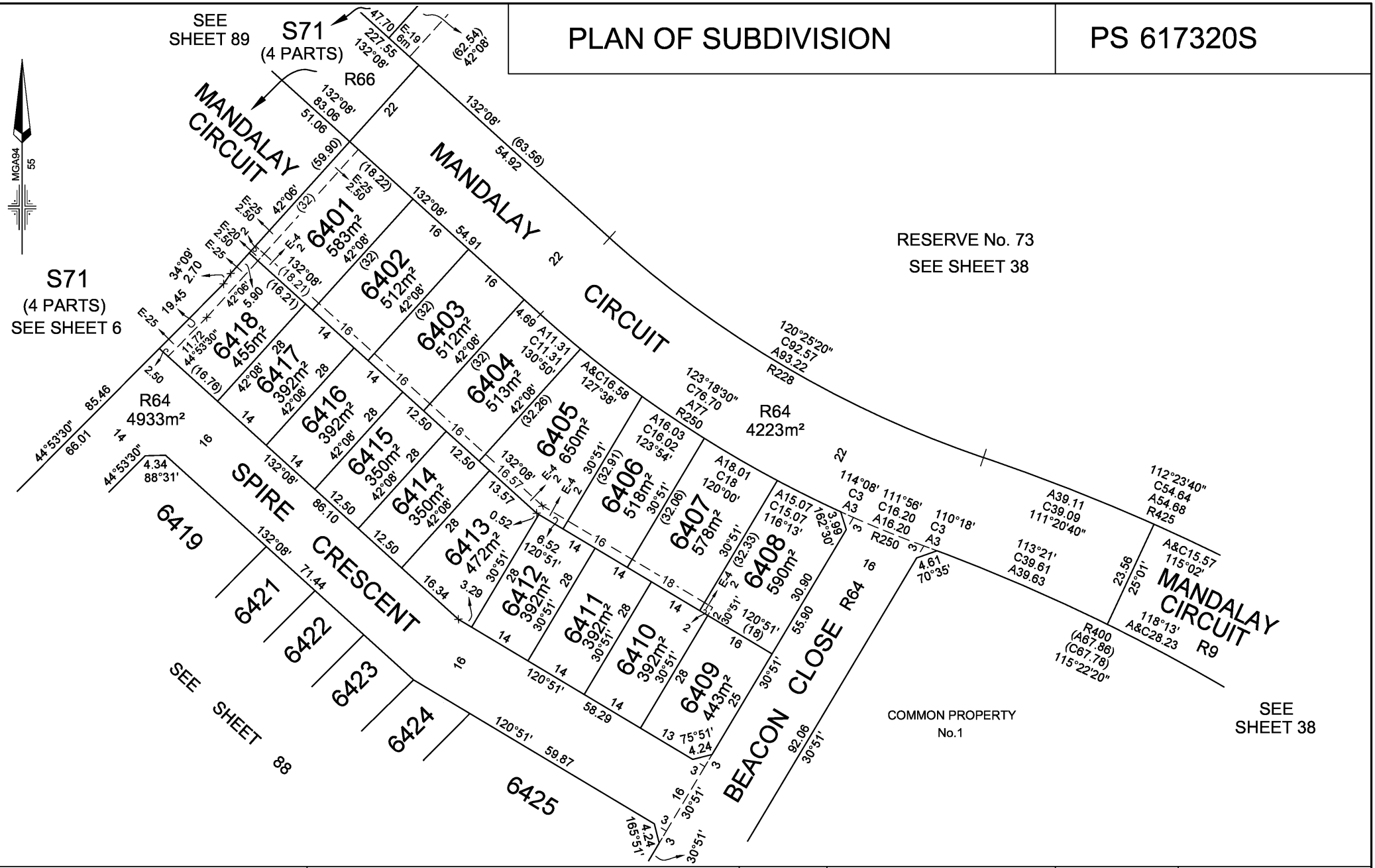
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S

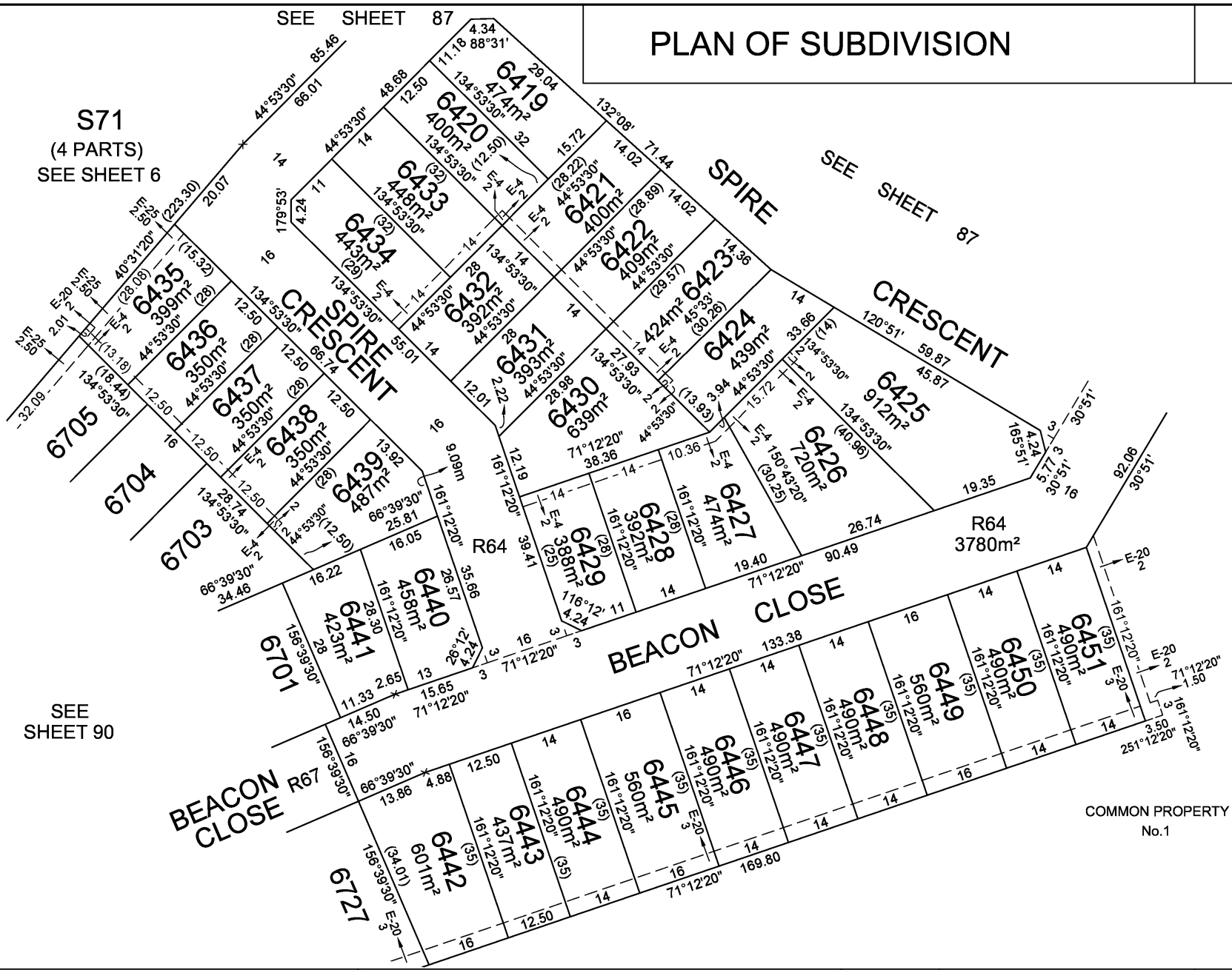


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 87
	DATE: 01/10/24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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 87 of 109

PLAN OF SUBDIVISION

PS 617320S

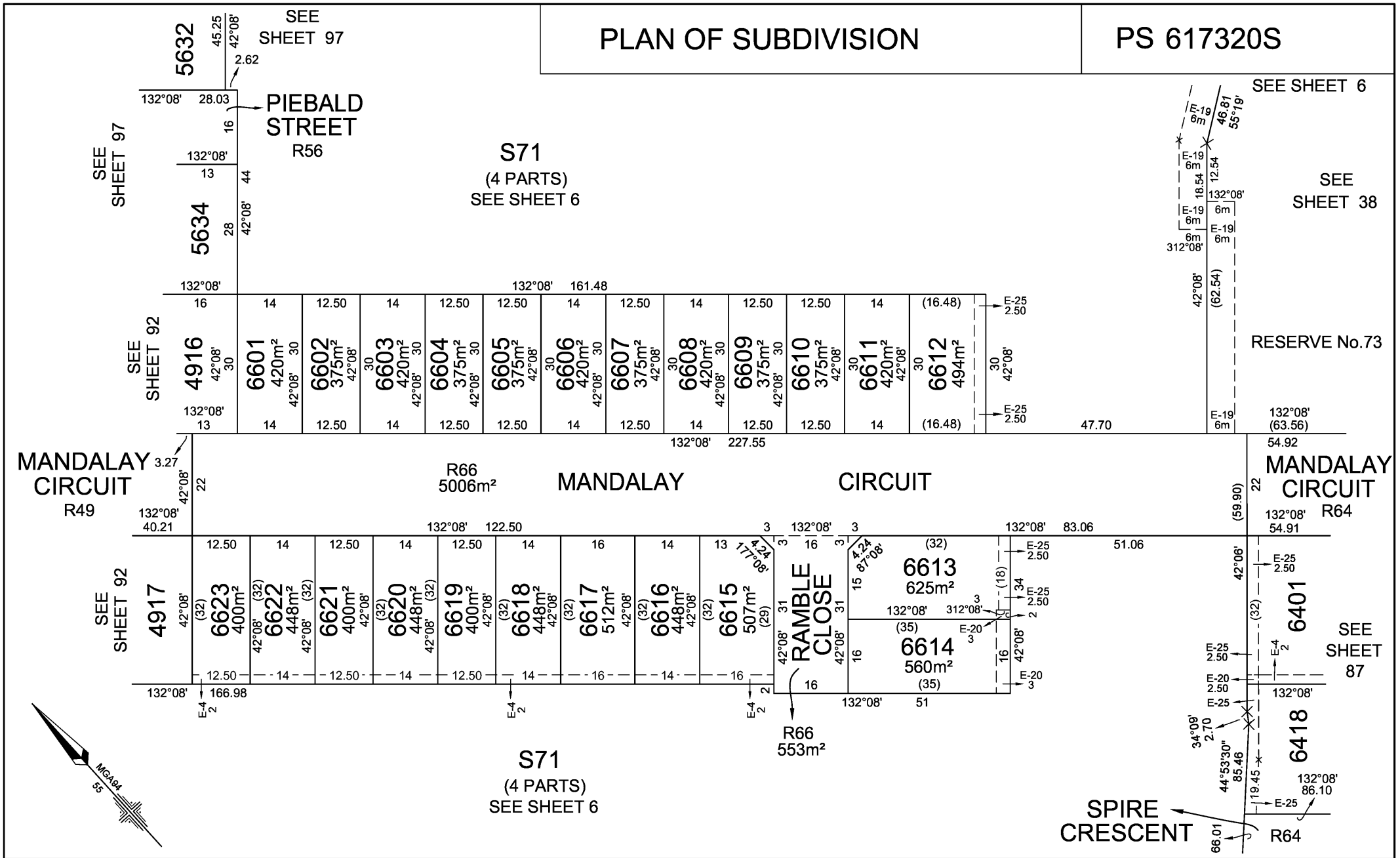


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 88
	DATE: 01/10/24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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 88 of 109

PLAN OF SUBDIVISION

PS 617320S

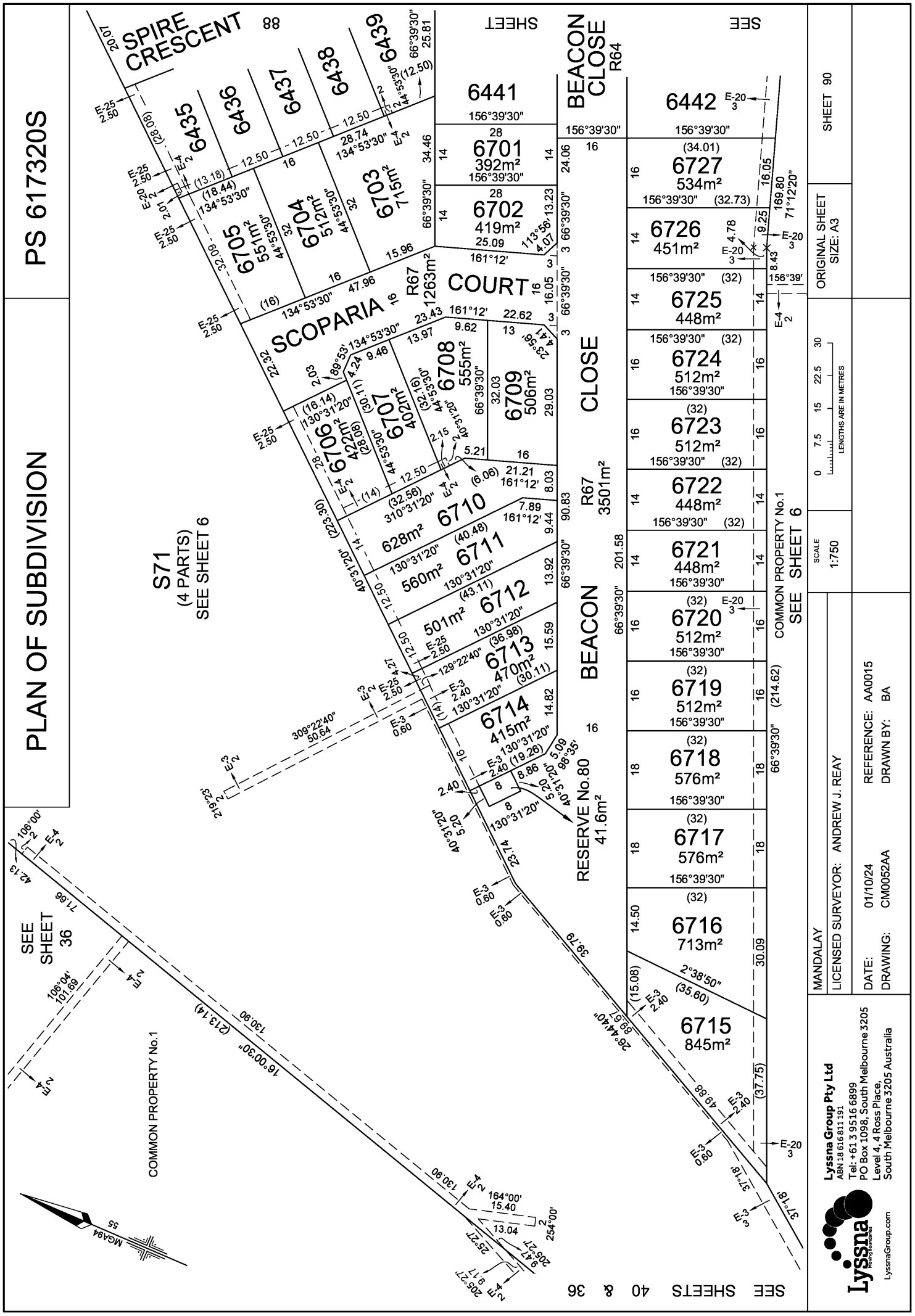


Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

MANDALAY		SCALE	0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 89
LICENSED SURVEYOR: ANDREW J. REAY		1:750	LENGTHS ARE IN METRES		
DATE: 01/10/24	REFERENCE: AA0015				
DRAWING: CM0052AA	DRAWN BY: BA				

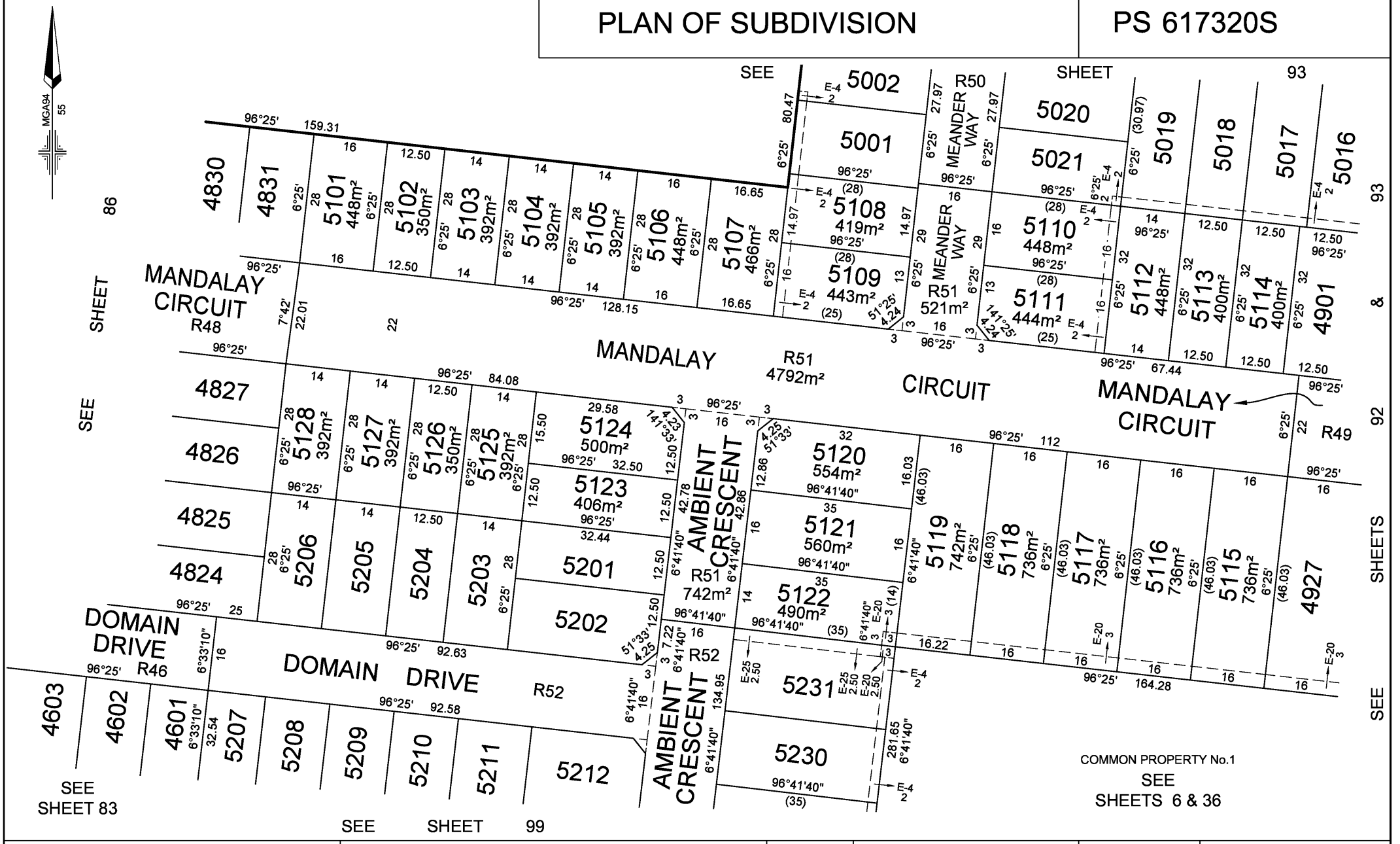
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 89 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 90 of 109



PLAN OF SUBDIVISION

PS 617320S

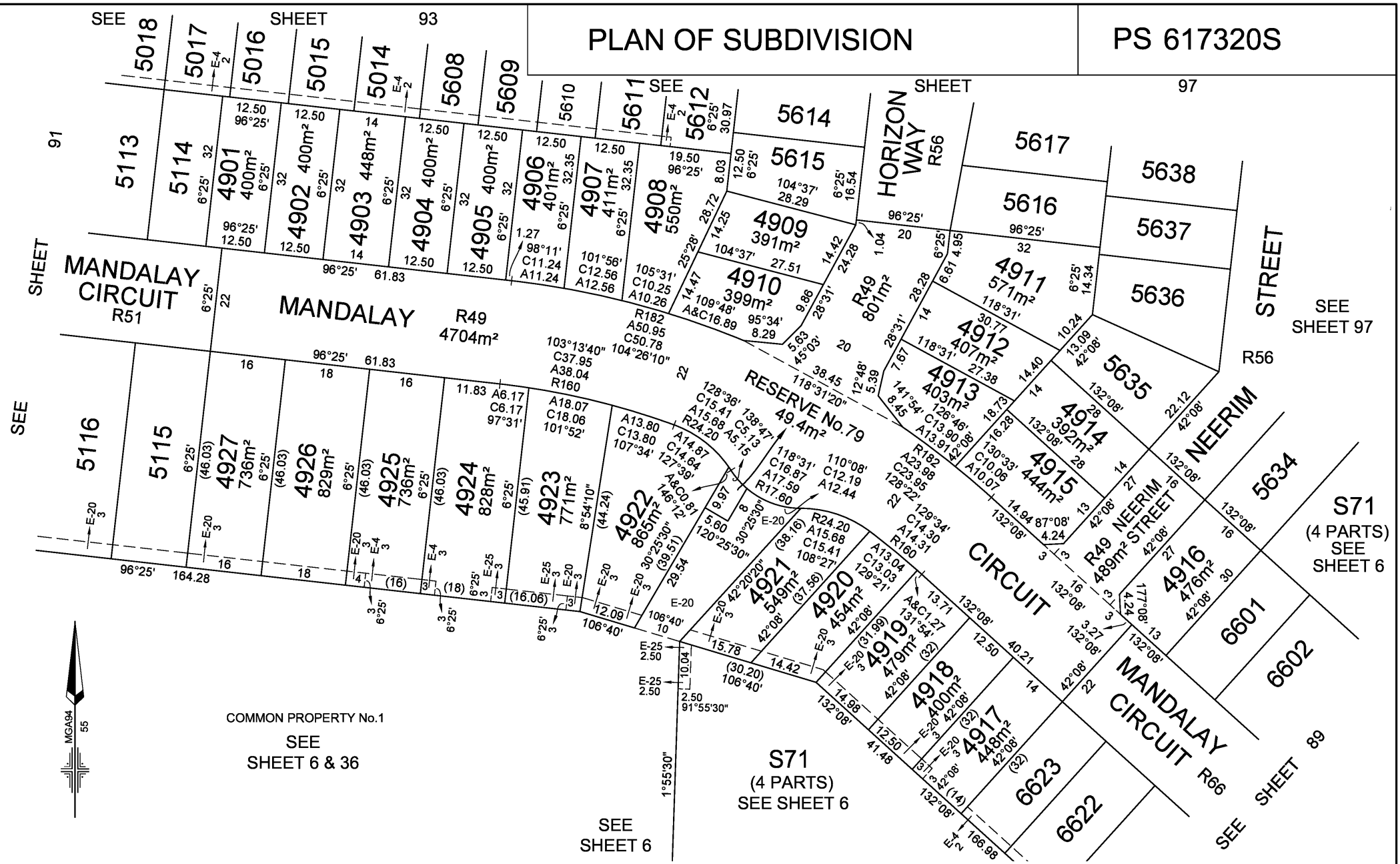


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA	SCALE 1:750	0 7.5 15 22.5 30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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 91 of 109

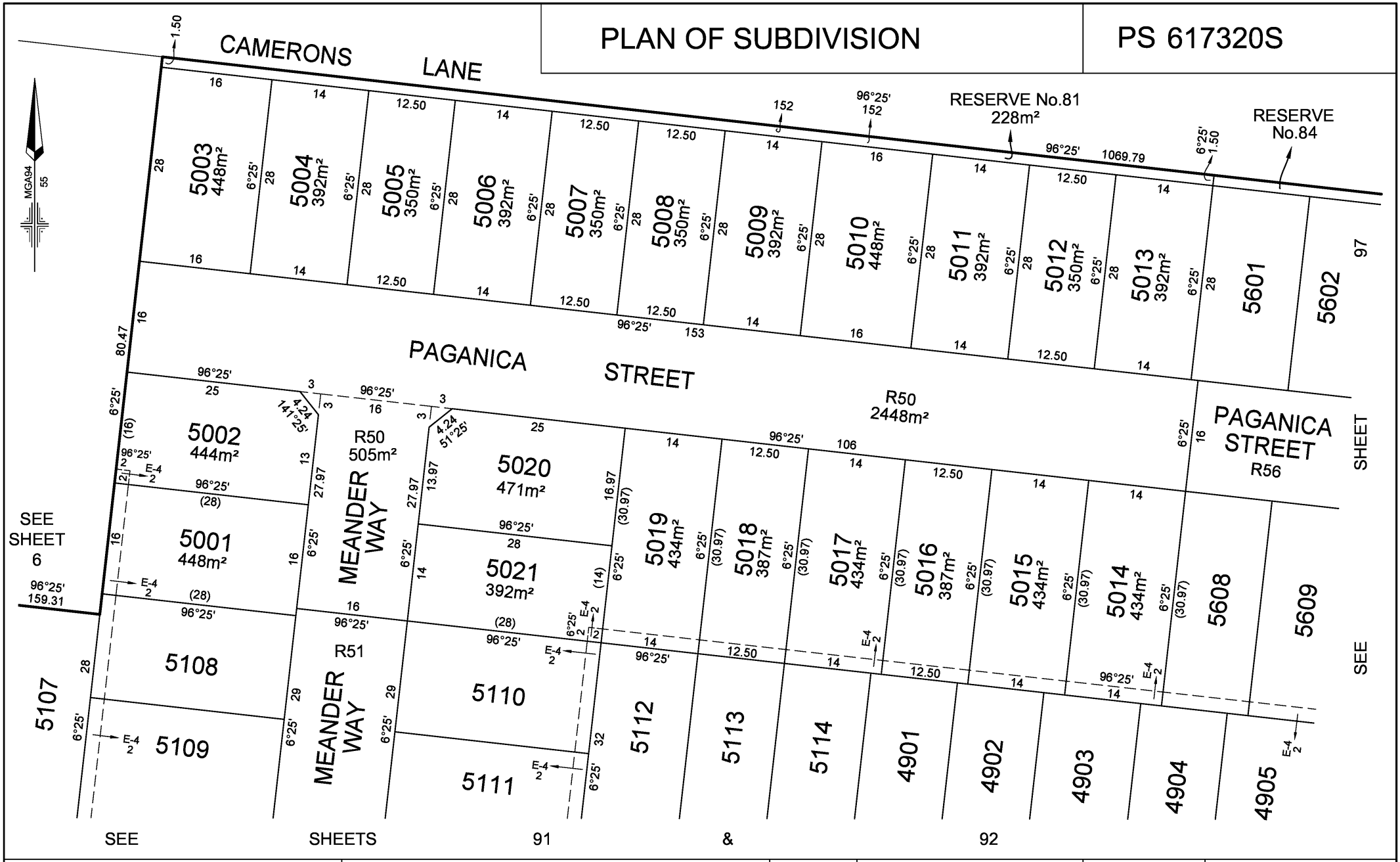
PLAN OF SUBDIVISION

PS 617320S


SEE SHEET 93
SEE SHEET 97
SEE SHEET 91
SEE SHEET 97
SEE SHEET 6
SEE SHEET 6 & 36
SEE SHEET 89
MANDALAY CIRCUIT R51
MANDALAY R49 4704m²
HORIZON WAY R56
NEERIM STREET R56
MANDALAY CIRCUIT R66
RESERVE No.79 49.4m²
COMMON PROPERTY No.1
S71 (4 PARTS) SEE SHEET 6
S71 (4 PARTS) SEE SHEET 6
5113
5114
4901 400m²
4902 400m²
4903 448m²
4904 400m²
4905 400m²
4906 401m²
4907 411m²
4908 550m²
4909 391m²
4910 399m²
5612
5614
5615
5616
5617
5638
5637
5636
4911 571m²
4912 407m²
4913 403m²
4914 392m²
4915 444m²
5635
5634
4916 476m²
6601
6602
6622
6623
4917 448m²
4918 400m²
4919 479m²
4920 454m²
4921 549m²
4922 865m²
4923 771m²
4924 828m²
4925 736m²
4926 829m²
4927 736m²
5116
5115
MGA94
55
91
SHEET
SHEET
SHEET

PLAN OF SUBDIVISION

PS 617320S



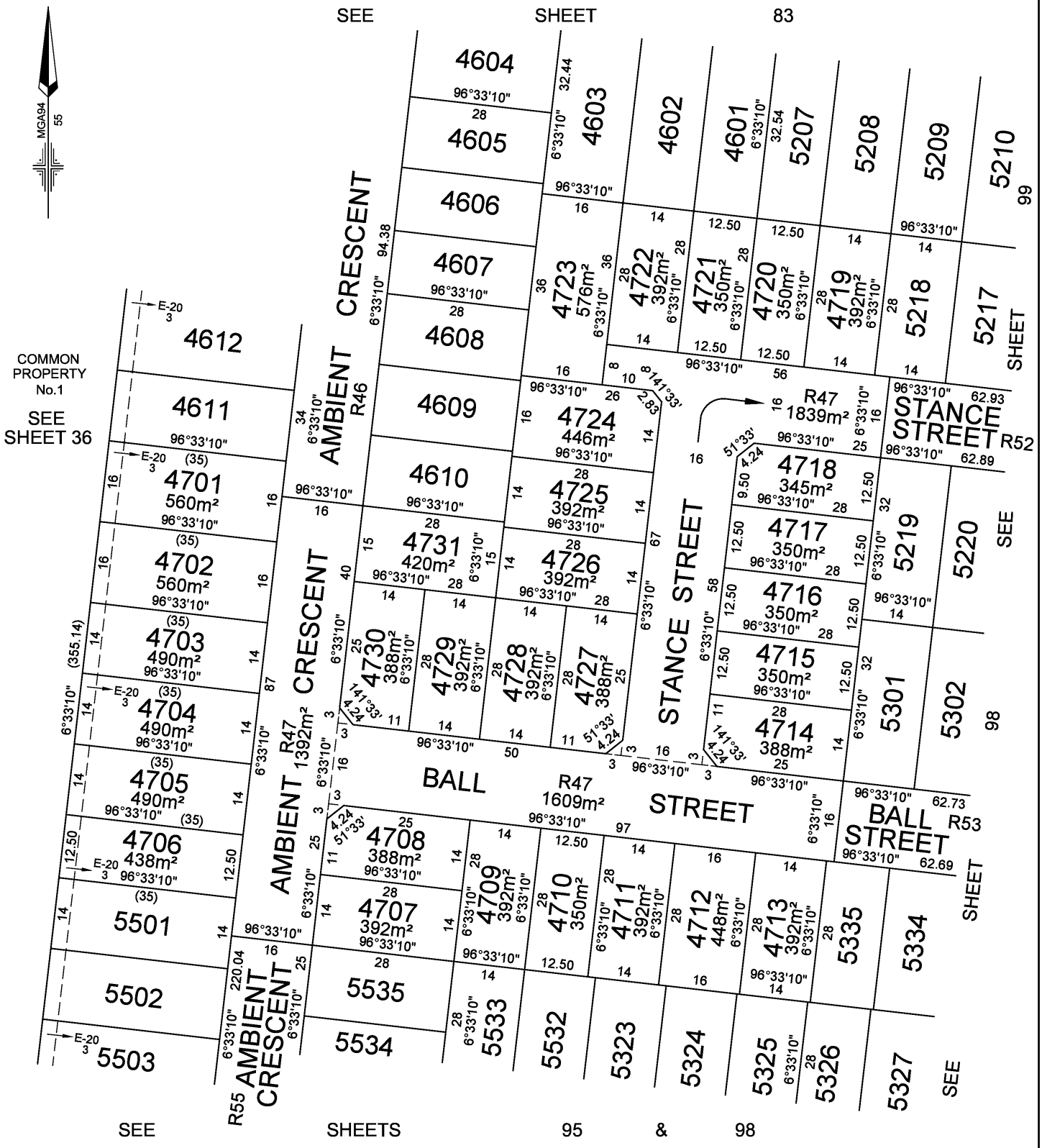
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 93
	DATE: 02/11/23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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 93 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 94 of 109

PLAN OF SUBDIVISION

PS 617320S

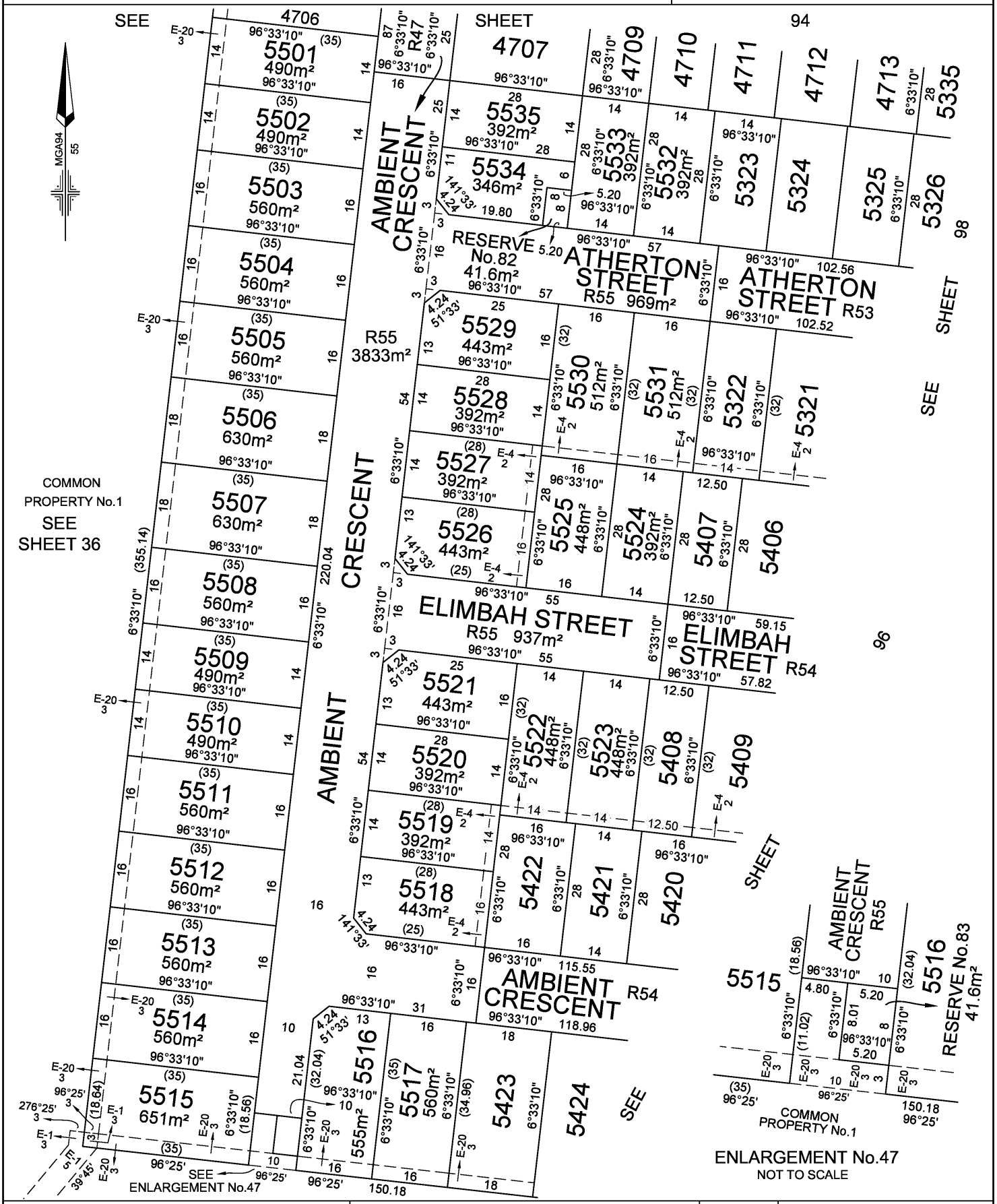


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 95 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 01/08/24 REFERENCE: AA0015

DRAWING: CM0053AA DRAWN BY: BA

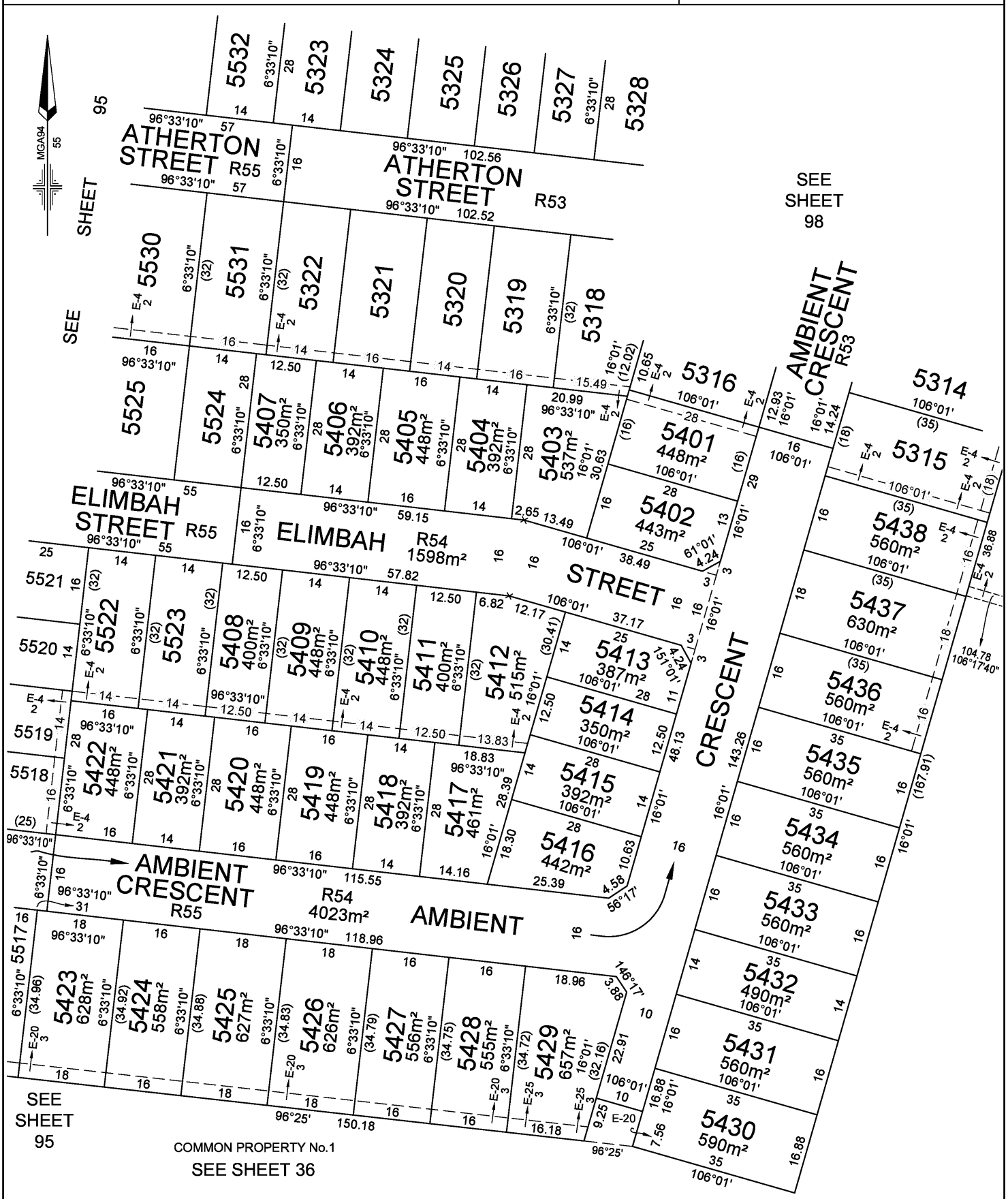
ORIGINAL SHEET SIZE: A3
SHEET 95

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 96 of 109

PLAN OF SUBDIVISION

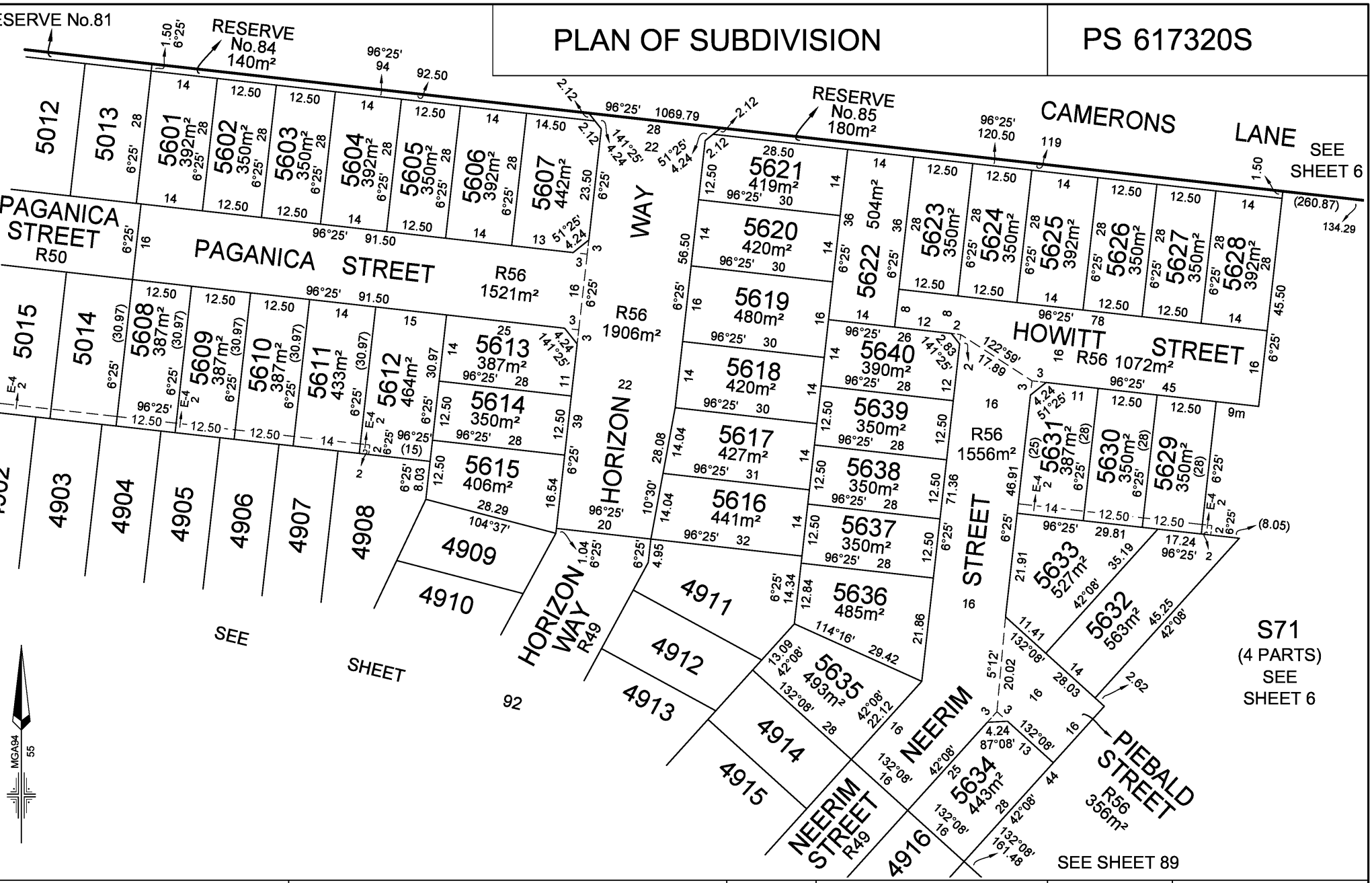
PS 617320S



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

PLAN OF SUBDIVISION

PS 617320S



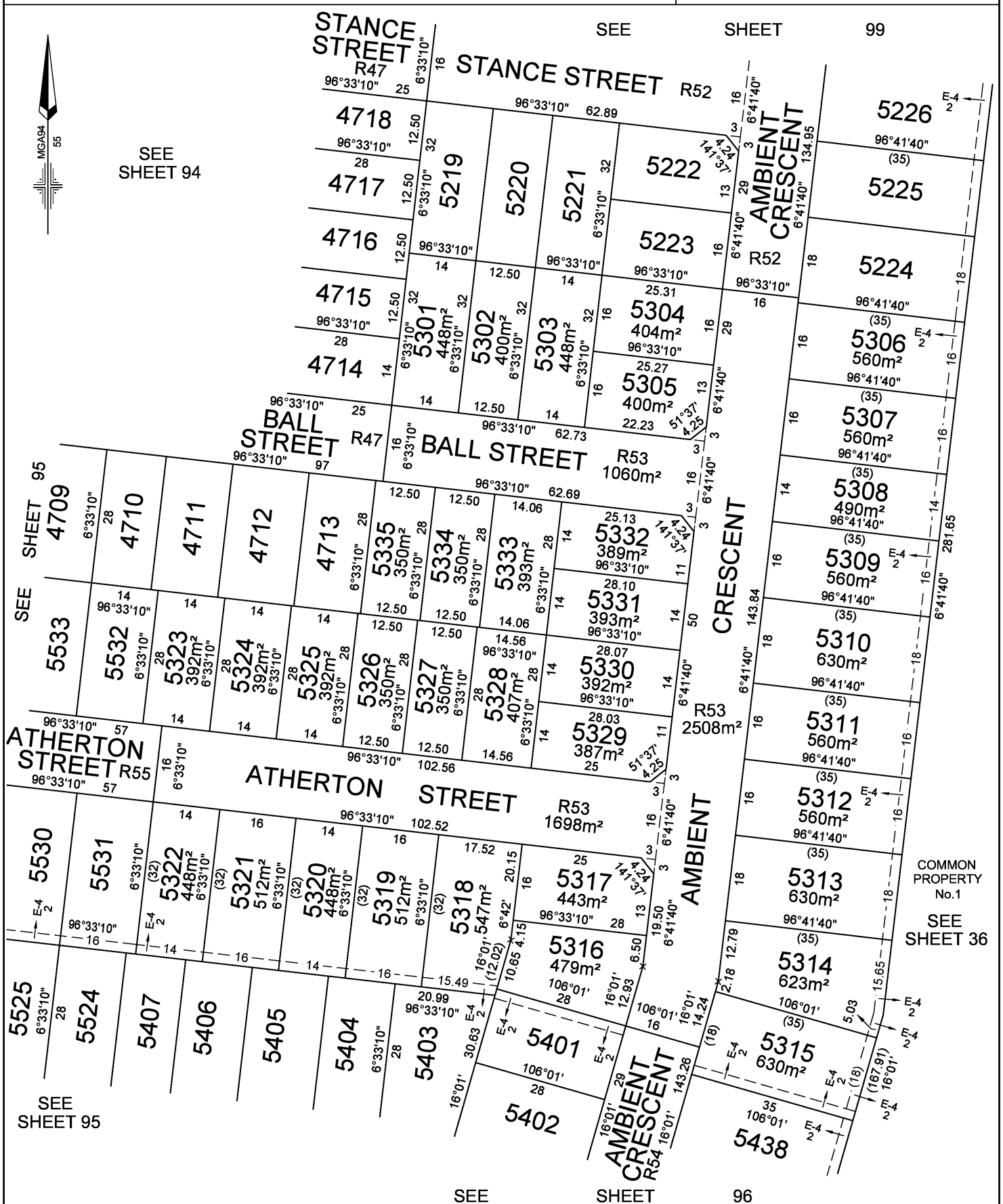
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 97
	DATE: 01/10/24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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 97 of 109

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 98 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

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

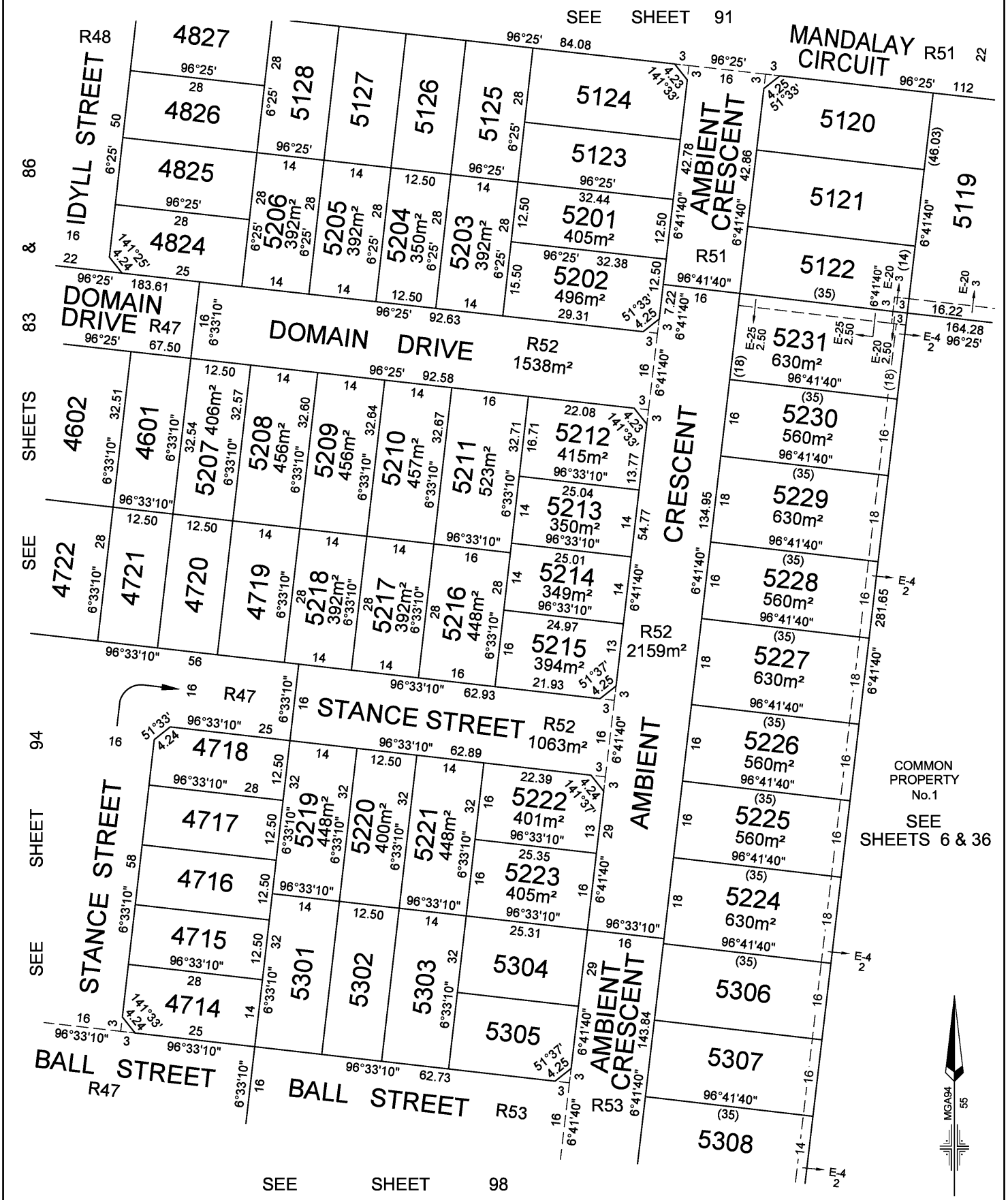
ORIGINAL SHEET SIZE: A3
SHEET 98

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 99 of 109

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 01/10/24 REFERENCE: AA0015

DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 99

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 100 of 109

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

CREATION OF RESTRICTION "A81"

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

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

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

DESCRIPTION OF RESTRICTION

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

0802s.05.dwg PH/AA

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
0
LENGTHS ARE IN METRES

ORIGINAL SCALE

SHEET 100
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF 0802s VERSION K

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 101 of 109

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

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

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

continued

MANDALAY

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

LICENSED SURVEYOR: ANDREW J. REAY

DATE:	01/10/24	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0052AA	DRAWN BY:	BA	SHEET 101

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 102 of 109

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.

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 103 of 109

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

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

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

DESCRIPTION OF RESTRICTION

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

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

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

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

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

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

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

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

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

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 104 of 109

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "B"

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

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015

DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3

SHEET 104

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 105 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 106 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 107 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 108 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 109 of 109

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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

Department of Transport and Planning

Owners Corporation Search Report

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.

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 300, 902 - 916, 918 - 928, 1201 - 1236, 1401 - 1444, 1501 - 1544, 1601 - 1634, 1701 - 1746, 1801 - 1817, 1901 - 1910, 2001 - 2040, 2101 - 2150, 2301 - 2372, 2701 - 2738, 2801 - 2833, 2901 - 2928, 3001 - 3033, 3101 - 3143, 3201 - 3236, 3301 - 3331, 3401 - 3434, 3501 - 3531, 3601 - 3631, 3701 - 3744, 3801 - 3856, 3901 - 3938, 4001 - 4036, 4101 - 4138, 4201 - 4237, 4301 - 4352, 4401 - 4422, 4501 - 4518, 4601 - 4621, 4623 - 4646, 4701 - 4731, 4801 - 4838, 4901 - 4927, 5001 - 5021, 5101 - 5128, 5201 - 5231, 5301 - 5335, 5401 - 5438, 5501 - 5535, 5601 - 5640, 6001 - 6017, 6101 - 6129, 6301 - 6317, 6401 - 6451, 6501 - 6519, 6601 - 6623, 6701 - 6727, 8101 - 8149, 9701 - 9711, S3, S71.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

PS617320S/S54 11/10/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AH448929E 24/08/2010

Additional Owners Corporation Information:

OC005450Q 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5110	100	100
Lot 5111	100	100
Lot 5112	100	100
Lot 5113	100	100
Lot 5114	100	100
Lot 5115	100	100
Lot 5116	100	100
Lot 5117	100	100
Lot 5118	100	100
Lot 5119	100	100
Lot 5120	100	100
Lot 5121	100	100
Lot 5122	100	100
Lot 5123	100	100
Lot 5124	100	100
Lot 5125	100	100
Lot 5126	100	100
Lot 5127	100	100
Lot 5128	100	100
Lot 5201	100	100
Lot 5202	100	100
Lot 5203	100	100
Lot 5204	100	100
Lot 5205	100	100
Lot 5206	100	100
Lot 5207	100	100
Lot 5208	100	100
Lot 5209	100	100
Lot 5210	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5211	100	100
Lot 5212	100	100
Lot 5213	100	100
Lot 5214	100	100
Lot 5215	100	100
Lot 5216	100	100
Lot 5217	100	100
Lot 5218	100	100
Lot 5219	100	100
Lot 5220	100	100
Lot 5221	100	100
Lot 5222	100	100
Lot 5223	100	100
Lot 5224	100	100
Lot 5225	100	100
Lot 5226	100	100
Lot 5227	100	100
Lot 5228	100	100
Lot 5229	100	100
Lot 5230	100	100
Lot 5231	100	100
Lot 5301	100	100
Lot 5302	100	100
Lot 5303	100	100
Lot 5304	100	100
Lot 5305	100	100
Lot 5306	100	100
Lot 5307	100	100
Lot 5308	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5309	100	100
Lot 5310	100	100
Lot 5311	100	100
Lot 5312	100	100
Lot 5313	100	100
Lot 5314	100	100
Lot 5315	100	100
Lot 5316	100	100
Lot 5317	100	100
Lot 5318	100	100
Lot 5319	100	100
Lot 5320	100	100
Lot 5321	100	100
Lot 5322	100	100
Lot 5323	100	100
Lot 5324	100	100
Lot 5325	100	100
Lot 5326	100	100
Lot 5327	100	100
Lot 5328	100	100
Lot 5329	100	100
Lot 5330	100	100
Lot 5331	100	100
Lot 5332	100	100
Lot 5333	100	100
Lot 5334	100	100
Lot 5335	100	100
Lot 5401	100	100
Lot 5402	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5403	100	100
Lot 5404	100	100
Lot 5405	100	100
Lot 5406	100	100
Lot 5407	100	100
Lot 5408	100	100
Lot 5409	100	100
Lot 5410	100	100
Lot 5411	100	100
Lot 5412	100	100
Lot 5413	100	100
Lot 5414	100	100
Lot 5415	100	100
Lot 5416	100	100
Lot 5417	100	100
Lot 5418	100	100
Lot 5419	100	100
Lot 5420	100	100
Lot 5421	100	100
Lot 5422	100	100
Lot 5423	100	100
Lot 5424	100	100
Lot 5425	100	100
Lot 5426	100	100
Lot 5427	100	100
Lot 5428	100	100
Lot 5429	100	100
Lot 5430	100	100
Lot 5431	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5432	100	100
Lot 5433	100	100
Lot 5434	100	100
Lot 5435	100	100
Lot 5436	100	100
Lot 5437	100	100
Lot 5438	100	100
Lot 5501	100	100
Lot 5502	100	100
Lot 5503	100	100
Lot 5504	100	100
Lot 5505	100	100
Lot 5506	100	100
Lot 5507	100	100
Lot 5508	100	100
Lot 5509	100	100
Lot 5510	100	100
Lot 5511	100	100
Lot 5512	100	100
Lot 5513	100	100
Lot 5514	100	100
Lot 5515	100	100
Lot 5516	100	100
Lot 5517	100	100
Lot 5518	100	100
Lot 5519	100	100
Lot 5520	100	100
Lot 5521	100	100
Lot 5522	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5523	100	100
Lot 5524	100	100
Lot 5525	100	100
Lot 5526	100	100
Lot 5527	100	100
Lot 5528	100	100
Lot 5529	100	100
Lot 5530	100	100
Lot 5531	100	100
Lot 5532	100	100
Lot 5533	100	100
Lot 5534	100	100
Lot 5535	100	100
Lot 5601	100	100
Lot 5602	100	100
Lot 5603	100	100
Lot 5604	100	100
Lot 5605	100	100
Lot 5606	100	100
Lot 5607	100	100
Lot 5608	100	100
Lot 5609	100	100
Lot 5610	100	100
Lot 5611	100	100
Lot 5612	100	100
Lot 5613	100	100
Lot 5614	100	100
Lot 5615	100	100
Lot 5616	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5617	100	100
Lot 5618	100	100
Lot 5619	100	100
Lot 5620	100	100
Lot 5621	100	100
Lot 5622	100	100
Lot 5623	100	100
Lot 5624	100	100
Lot 5625	100	100
Lot 5626	100	100
Lot 5627	100	100
Lot 5628	100	100
Lot 5629	100	100
Lot 5630	100	100
Lot 5631	100	100
Lot 5632	100	100
Lot 5633	100	100
Lot 5634	100	100
Lot 5635	100	100
Lot 5636	100	100
Lot 5637	100	100
Lot 5638	100	100
Lot 5639	100	100
Lot 5640	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6401	100	100
Lot 6402	100	100
Lot 6403	100	100
Lot 6404	100	100
Lot 6405	100	100
Lot 6406	100	100
Lot 6407	100	100
Lot 6408	100	100
Lot 6409	100	100
Lot 6410	100	100
Lot 6411	100	100
Lot 6412	100	100
Lot 6413	100	100
Lot 6414	100	100
Lot 6415	100	100
Lot 6416	100	100
Lot 6417	100	100
Lot 6418	100	100
Lot 6419	100	100
Lot 6420	100	100
Lot 6421	100	100
Lot 6422	100	100
Lot 6423	100	100
Lot 6424	100	100
Lot 6425	100	100
Lot 6426	100	100
Lot 6427	100	100
Lot 6428	100	100
Lot 6429	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6430	100	100
Lot 6431	100	100
Lot 6432	100	100
Lot 6433	100	100
Lot 6434	100	100
Lot 6435	100	100
Lot 6436	100	100
Lot 6437	100	100
Lot 6438	100	100
Lot 6439	100	100
Lot 6440	100	100
Lot 6441	100	100
Lot 6442	100	100
Lot 6443	100	100
Lot 6444	100	100
Lot 6445	100	100
Lot 6446	100	100
Lot 6447	100	100
Lot 6448	100	100
Lot 6449	100	100
Lot 6450	100	100
Lot 6451	100	100
Lot 6501	100	100
Lot 6502	100	100
Lot 6503	100	100
Lot 6504	100	100
Lot 6505	100	100
Lot 6506	100	100
Lot 6507	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6508	100	100
Lot 6509	100	100
Lot 6510	100	100
Lot 6511	100	100
Lot 6512	100	100
Lot 6513	100	100
Lot 6514	100	100
Lot 6515	100	100
Lot 6516	100	100
Lot 6517	100	100
Lot 6518	100	100
Lot 6519	100	100
Lot 6601	100	100
Lot 6602	100	100
Lot 6603	100	100
Lot 6604	100	100
Lot 6605	100	100
Lot 6606	100	100
Lot 6607	100	100
Lot 6608	100	100
Lot 6609	100	100
Lot 6610	100	100
Lot 6611	100	100
Lot 6612	100	100
Lot 6613	100	100
Lot 6614	100	100
Lot 6615	100	100
Lot 6616	100	100
Lot 6617	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6618	100	100
Lot 6619	100	100
Lot 6620	100	100
Lot 6621	100	100
Lot 6622	100	100
Lot 6623	100	100
Lot 6701	100	100
Lot 6702	100	100
Lot 6703	100	100
Lot 6704	100	100
Lot 6705	100	100
Lot 6706	100	100
Lot 6707	100	100
Lot 6708	100	100
Lot 6709	100	100
Lot 6710	100	100
Lot 6711	100	100
Lot 6712	100	100
Lot 6713	100	100
Lot 6714	100	100
Lot 6715	100	100
Lot 6716	100	100
Lot 6717	100	100
Lot 6718	100	100
Lot 6719	100	100
Lot 6720	100	100
Lot 6721	100	100
Lot 6722	100	100
Lot 6723	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6724	100	100
Lot 6725	100	100
Lot 6726	100	100
Lot 6727	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 8148	100	100
Lot 8149	100	100
Lot 9701	100	100
Lot 9702	100	100
Lot 9703	100	100
Lot 9704	100	100
Lot 9705	100	100

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/02/2026 11:15:40 AM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 9706	100	100
Lot 9707	100	100
Lot 9708	100	100
Lot 9709	100	100
Lot 9710	100	100
Lot 9711	100	100
Lot S3	100	100
Lot S71	1	1
Total	**201101.00**	**201101.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

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	**23/02/2026 11:15**

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.

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 1 of 13

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

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

Planning and Environment Act 1987

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

VICTORIA OFFICE OF TITLES L.M.

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

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

Date: 14. September 2009

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 2 of 13

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
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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 3 of 13

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 4 of 13

AG754756L
15/09/2009 $102.90 173

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

Parties

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

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

Background

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

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

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

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

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

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

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

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

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

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 5 of 13

"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;

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 6 of 13

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;

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 7 of 13

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 *Subdivison Act* 1988 preventing more than one dwelling being constructed on that Lot.

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 8 of 13

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,

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 9 of 13

AG754756L
15/09/2009 $102.90 173



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:

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 10 of 13

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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 11 of 13

AG754756L
15/09/2009 $102.90 173

10. Ending of Agreement

(a) This Agreement ends on the Termination Date.

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

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

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

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 12 of 13

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

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

Councillor

Councillor

Acting Chief Executive

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 13 of 13

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

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	**23/02/2026 11:15**

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.

Delivered from the LANDATA® System by InfoTrack Pty Ltd.
The information supplied by InfoTrack (Smokeball) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 1 of 36

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

OFFICE OF TITLES L.M. VICTORIA

AG754783H 113 998
15/09/2009 $102.90 173

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

Planning and Environment Act 1987

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

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

Land: *(insert name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

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

Date:

14th September 2009

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 2 of 36

AG754783H
15/09/2009 $102.90 173

CLAYTON UTZ

Section 173 Agreement
(Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 3 of 36

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 4 of 36

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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 5 of 36

"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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 6 of 36

"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;

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 7 of 36

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;

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 8 of 36

(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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 9 of 36

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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 10 of 36

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).

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 11 of 36

(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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 12 of 36

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;

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 13 of 36

(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).

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 14 of 36

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 15 of 36

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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

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

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

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

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

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

Councillor

Councillor

Acting Chief Executive

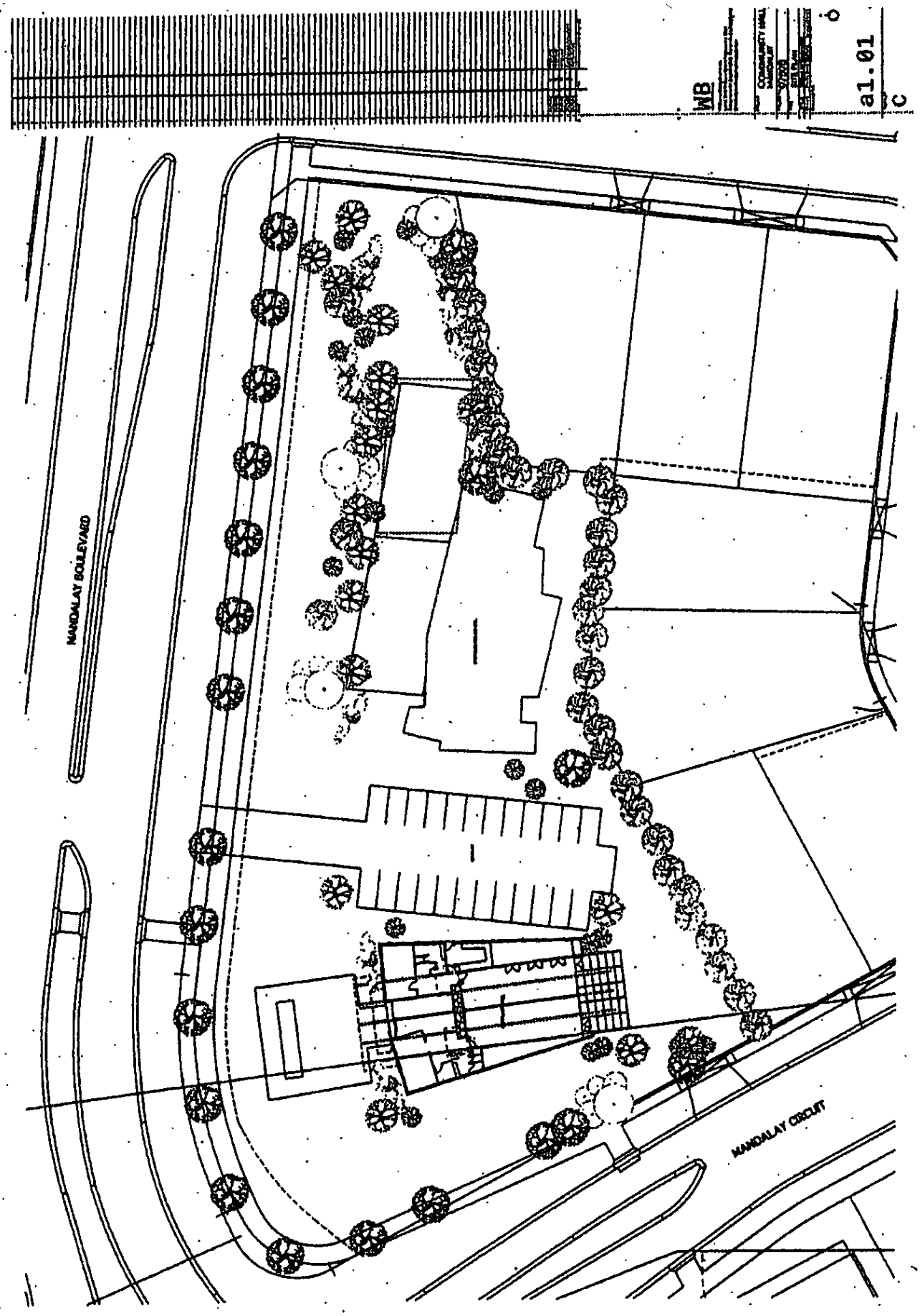
Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 16 of 36

AG754783H
15/09/2009 $102.90 173

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 17 of 36

AG754783H
15/09/2009 $102.90 173



Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 18 of 36

AG754783H
15/09/2009 $102.90 173

Mitchell Planning Scheme

Comprehensive Development Zone Schedule 2

Beveridge Comprehensive Development Plan

Provision of services and facilities

FACULTY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
Retail Floorspace An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m2 of retail floor space.	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
Playground Facilities (5) One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers. One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.	1. 300 lots sold. 2. 1000 lots sold. 3. 1200 lots sold. 4. 1700 lots sold. 5. 2000 lots sold.	In areas set aside on concept plan for Public Open Space.
Roads A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.	Occupation of 100 dwellings.	Per Facility/Service description

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 19 of 36

AG754783H
15/09/2009 $102.90 173

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 20 of 36

AG754783H
15/09/2009 $102.90 173

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 21 of 36

AG754783H
15/09/2009 $102.90 173

Annexure 2 - Standard Service Levels

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 22 of 36

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*

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 23 of 36

AG754783H
15/09/2009 $102.90 173

O.01 Attendance Log

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

O.02 Commencement of Maintenance

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

O.03 Damage and Protection

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

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

O.04 Mulched Surfaces

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

O.05 Spraying

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 24 of 36

AG754783H
15/09/2009 $102.90 173

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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 25 of 36

AG754783H
15/09/2009 $102.90 173

O.07 Grass Areas

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

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

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

April to October: 15 - 20mm
November to March: 12 - 15mm
Note: Mow with Cylinder mower with catcher only. No rotary mowers.

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

O.08 Watering

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

O.09 Weeding and Rubbish Removal

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

O.10 Weed Control

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 26 of 36

AG754783H
15/09/2009 $102.90 173

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 27 of 36

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 heath or when the plant has been permanently damaged or when there is no evidence of new growth relative to the season.

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

O.19 Cleaning of parkland area and facilities

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

O.20 Paved surfaces

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

O.21 Edging

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 28 of 36

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

Not withstanding anything to the contrary of the Contract, the Superintendent may instruct the Contractor to perform urgent maintenance on works. Should the Contractor fail to carry out the work immediately, the Superintendent reserves the right, without further notice, to employ others to carry out such work and charge it to the Contractor.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 29 of 36

AG754783H
15/09/2009 $102.90 173

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.

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 30 of 36

AG754783H
15/09/2009 $102.90 173

Annexure 3 - Design/Functional Brief

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 31 of 36

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 openable to allow natural ventilation – provide windows on two opposing walls to create cross ventilation.
Heating/ cooling:	- Evaporative air conditioning for cooling. - Radiant heating panels for heating.
Fittings/ equipment:	- Windows to be able to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces. Blinds to be provided by others as part of F.F. & E. works.
External Areas:	- Each Kinder Room to be directly accessible to a fenced (pool type) outside play area of 200 square metres. Finishing of these areas by others.

Kinder Office – x 2 rooms

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

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 32 of 36

AG754783H
15/09/2009 $102.90 173

Kinder Store – x 2

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

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

Kinder Food Prep Area

Area included in Pre-School figure
nominally 10 m²

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

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 33 of 36

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 villaboard– combination of sheet vinyl and painted plasterboard.
Ceilings:	- Wet area plasterboard, painted.
Lighting:	- Fluorescent lighting to code requirements.
Heating/ cooling:	- Toilet exhaust.
Fittings/ equipment:	- Boy's toilet alcove comprising 2 child size WCs and 1 wash basin. - Girl's toilet alcove comprising 2 child size WCs and 1 wash basin. - Teacher's toilet to include 1 WC and 1 wash basin. - Hand dryers, paper towel dispensers, etc. to be provided.
Other requirements:	

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 34 of 36

AG754783H
15/09/2009 $102.90 173

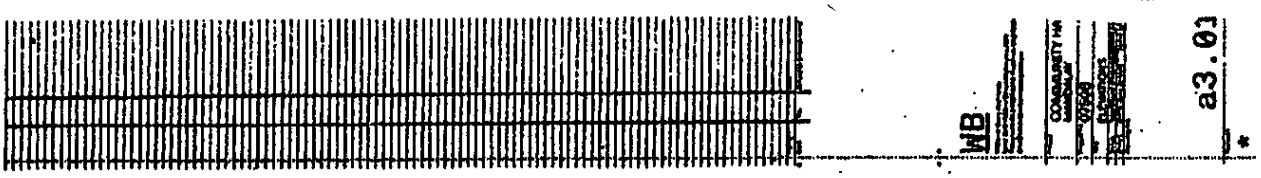
Maternal & Child Health Area requirement 120 m²

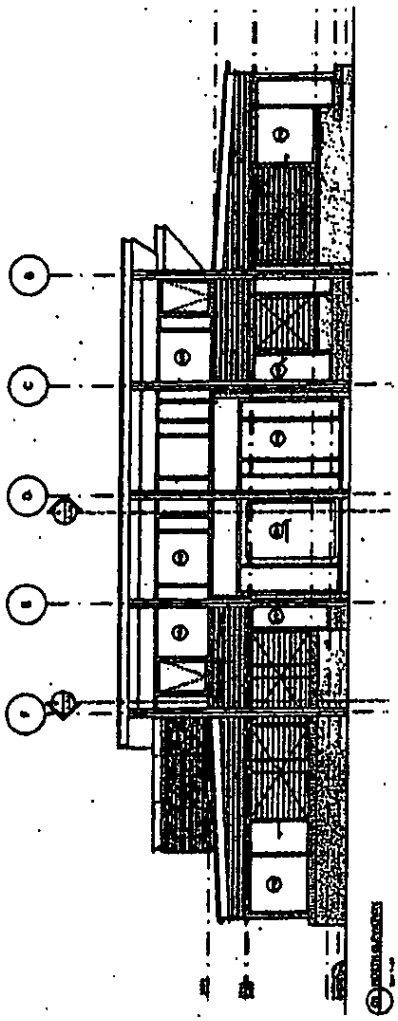
Uses:	-	Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, small tea prep. area, etc.
Finishes:	-	Quality, durable finishes.
Floors:	-	Commercial grade broadloom carpet.
Walls:	-	Plasterboard, painted.
Ceilings:	-	Acoustic 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

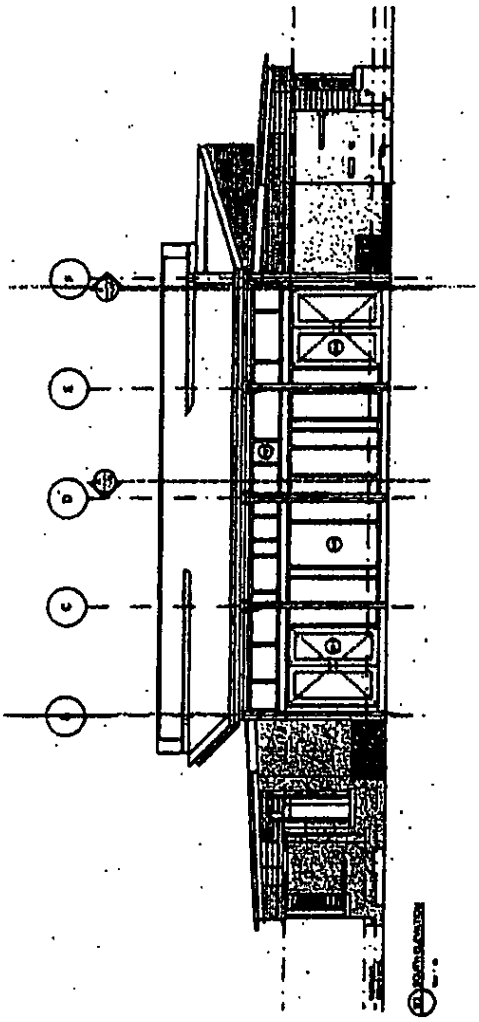
Indicative spatial break up:		
-	Examination room 1	20 m²
-	Examination room 2	20 m²
-	Consultation	15 m²
-	Waiting	20 m²
-	Store room	15 m²
-	Small Tea Prep.	5 m²
-	Toilet (to meet DDA requirements)	2 m²
-	Circulation	23 m²
	Total	120 m²

Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 35 of 36

AG754783H
15/09/2009 $102.90 173

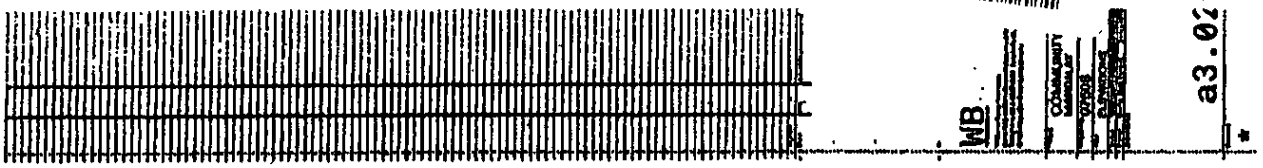


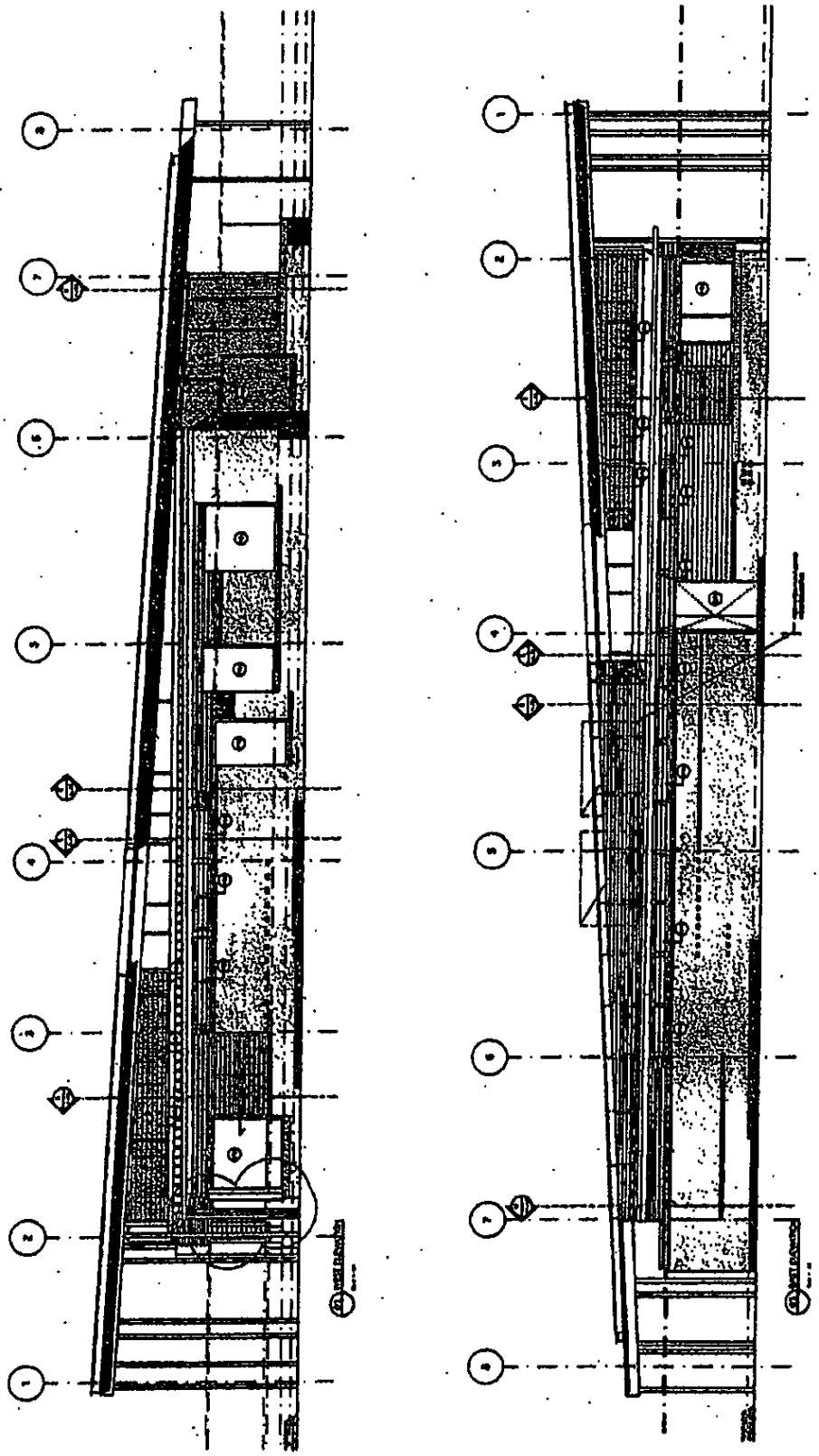




Delivered by LANDATA®, timestamp 23/02/2026 11:15 Page 36 of 36

AG754783H
15/09/2009 $102.90 173





MITCHELL SHIRE COUNCIL

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act* 2020

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Emergency Services and Volunteers Fund Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	**Issue Date:**	10/08/2026
	DX 250639 MELBOURNE VIC 3000	**Certificate No:**	wLIC26/2275
Your Reference:	81455215-001-0	**Property Number:**	126398

Property Location 318 Mandalay Circuit
BEVERIDGE VIC 3753

Title Description: Lot 4124 PS 617320 Vol 12277 Fol 614 **Land Area (ha):** 0.0400

Site Value:	$270,000	**Capital Improved Value:**	$590,000	**Net Annual Value:**	$29,500
Level Date:	01/01/2026	**Effective Date:**	01/07/2026		

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES
for the year ending 30 June 2027

Details of Rates, Charges, Outstanding Notices and Works:

Total Arrears	$3810.40
Current Year's Rates	
General Rate - General	$1445.70
Waste Charges	$478.00
Municipal Charge	$208.80
Public Waste Charge	$132.00
Interest Penalty	$25.43
Payments	($250.00)
Emergency Services and Volunteers Fund - Fixed	$139.00
Emergency Services and Volunteers Fund - Variable	$102.05
Balance Outstanding	$6,091.38

Mitchell Shire Council
ABN 27 352 592 142
113 High Street,
Broadford Vic 3658
DX 37310 Kilmore
T (03) 5734 6200
F (03) 5734 6222
E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au

Mitchell Shire Council
LAND INFORMATION CERTIFICATE (Cont.)

Property Location:318 Mandalay Circuit
BEVERIDGE VIC 3753

Property Number: 126398 **Certificate No:wLIC26/2275**

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.

2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.

3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.

4. Payments are subject to clearance by the bank.

5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.

……..
Authorised Officer – Mitchell Shire Council

BPAY **Biller Code:** 93807
Ref: 1263987

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1227574

APPLICANT'S NAME & ADDRESS

BH PROPERTY AND ESTATE LAWYERS C/- INFOTRACK (SMOKEBALL) C/- LANDATA

DOCKLANDS

VENDOR

AUGUSTINE AUSTRALIAN HOLDINGS PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

771889

This certificate is issued for:

LOT 4124 PLAN PS617320 ALSO KNOWN AS 318 MANDALAY CIRCUIT BEVERIDGE MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/mitchell)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

23 February 2026

Sonya Kilkenny
Minister for Planning

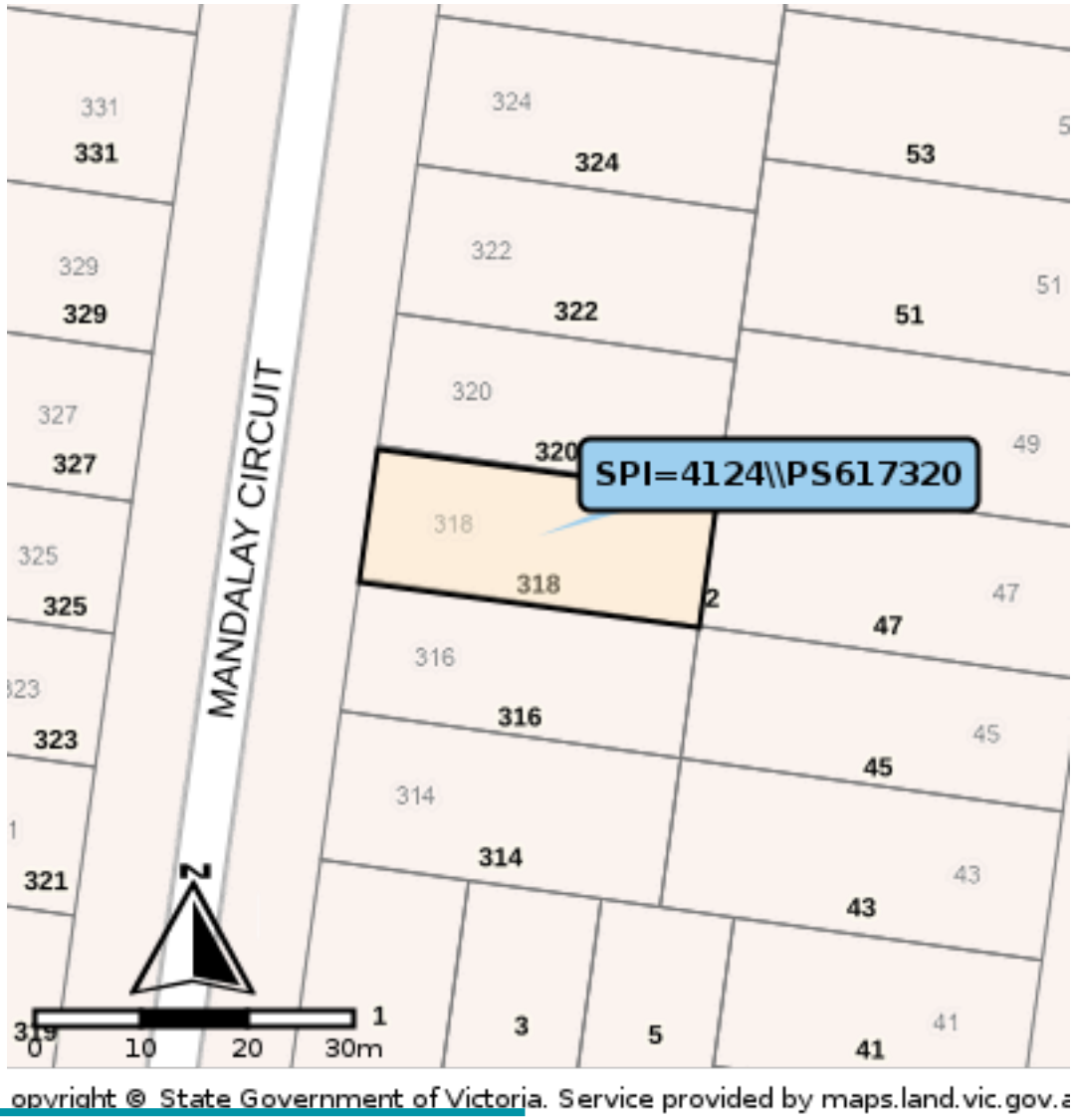
VICTORIA State Government

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

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

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

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



opyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 20 August 2026 08:08 AM

PROPERTY DETAILS

Address:	**318 MANDALAY CIRCUIT BEVERIDGE 3753**
Lot and Plan Number:	**Lot 4124 PS617320**
Standard Parcel Identifier (SPI):	**4124\PS617320**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**126398**
Planning Scheme:	**Mitchell** Planning Scheme - Mitchell
Directory Reference:	**Melway 667 B10**

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ)
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 (CDZ2)



CDZ - Comprehensive Development
UGZ - Urban Growth

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.vic.gov.au/disclaimer

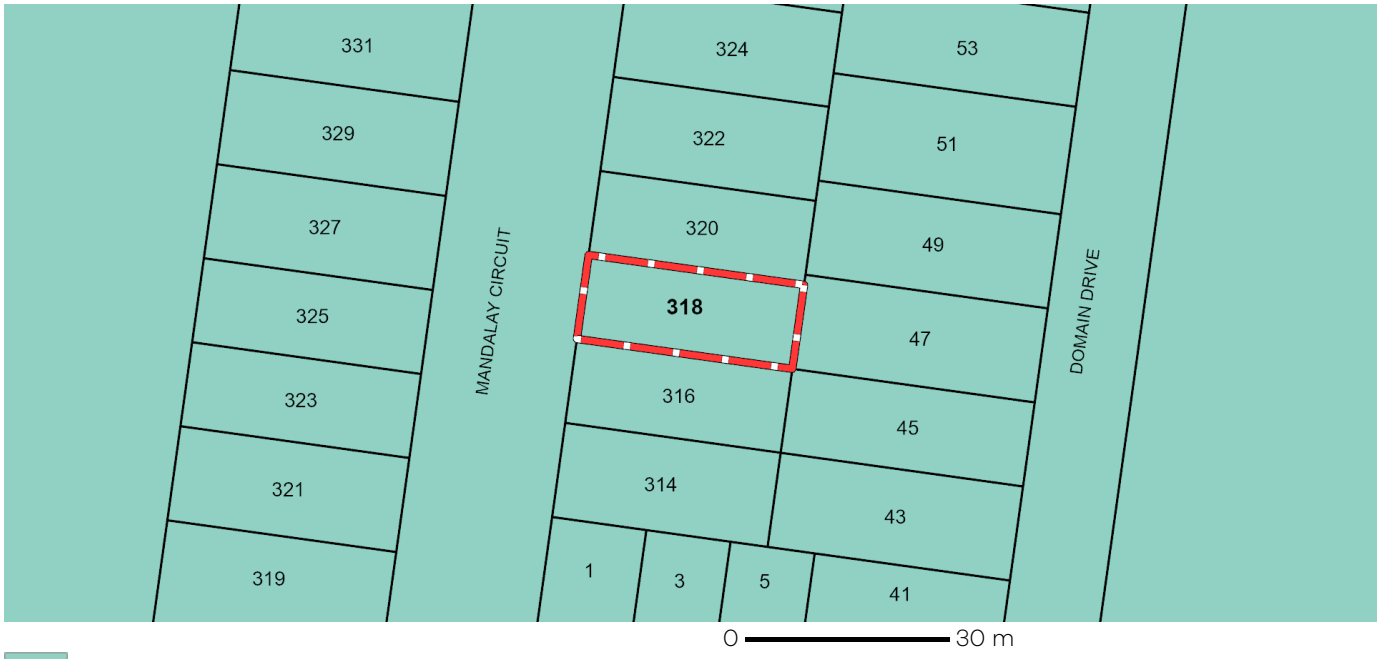
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: https://mapshare.vic.gov.au/msa/



Further Planning Information

Planning scheme data last updated on 20 August 2026.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

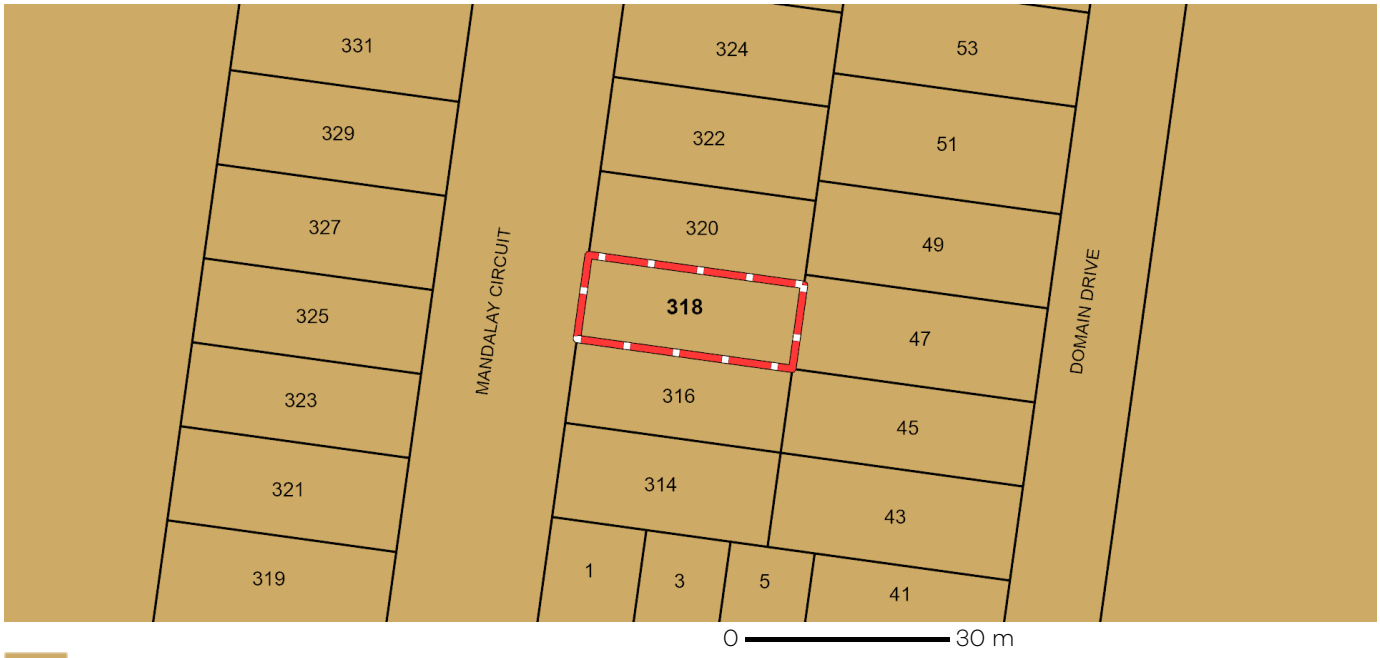
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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.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).

MITCHELL SHIRE COUNCIL

Property No: 126398/
Your Ref: 79726606-022-9

BUILDING CERTIFICATE

REGULATION 51 (1)

2 March 2026

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

318 Mandalay Circuit BEVERIDGE VIC 3753

I refer to your request regarding the above property and the response is as follows: -

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

Permit No	Issue Date	Description	Cert. Number	Cert. Date
3079992400518	29/04/2021	Construction of a single storey dwelling and garage	Occupancy No: 3079992400518	09/05/2022

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact me using the contact details below.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

5th August 2026

BH Property and Estate Lawyers C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

Dear BH Property and Estate Lawyers C/- LANDATA,

RE: Application for Water Information Statement

Property Address	318 MANDALAY CIRCUIT BEVERIDGE 3753
Applicant	Bh Property And Estate Lawyers C/- Landata LANDATA
Information Statement	31054390
Conveyancing Account Number	7959580000
Your Reference	771889

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

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

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

Yours sincerely,

Lisa Anelli
General Manager
Retail Services

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Yarra Valley Water Property Information Statement

Property Address	318 MANDALAY CIRCUIT BEVERIDGE 3753

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and both recycled and potable water will be available. Until recycled water is available, potable water will be supplied through both water meters. Normal restrictions guidelines apply to potable water. Further information can be found on our website at www.yvw.com.au.

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

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Melbourne Water Property Information Statement

Property Address	318 MANDALAY CIRCUIT BEVERIDGE 3753

STATEMENT UNDER SECTION 158 WATER ACT 1989

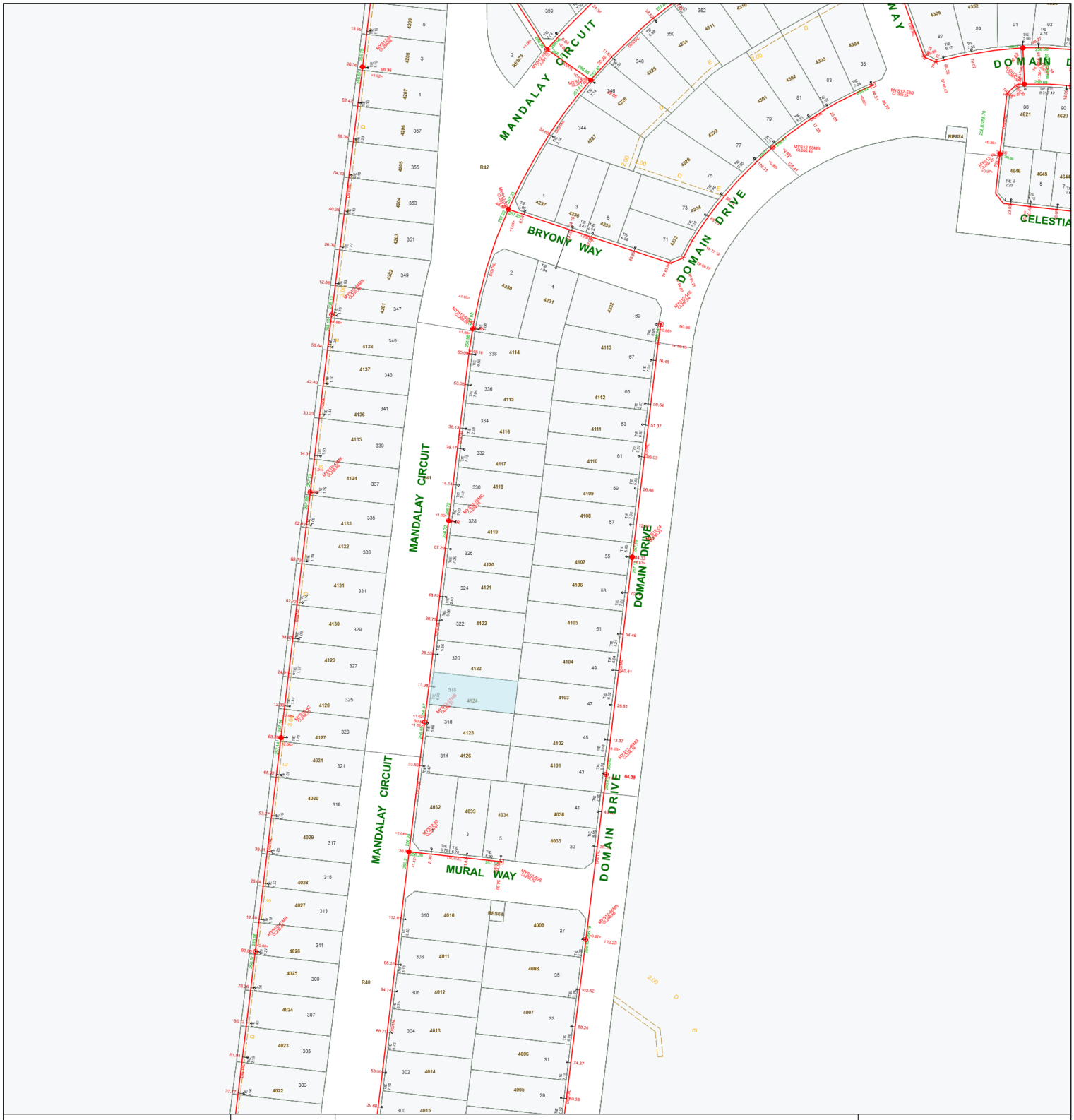
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Portion of the land could be subject to inundation at times of high storm flow. For further information please contact Melbourne Water on 9679 7517.

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

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

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



Yarra Valley Water Information Statement Number: 31054390	Address	318 MANDALAY CIRCUIT BEVERIDGE 3753	Yarra Valley Water
	Date	05/08/2026	N
	Scale	1:1000	ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Floe		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch		Property Boundary		

16th April 2021

Application ID: 491656

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1481935

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	**√ or X**

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

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

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

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

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

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

1. Breaching these Conditions

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

(a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice if not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served

(b) Discontinuation of supply without notice under Section 168 of *the Act*

(c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

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

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

(a) connection of the property to the Class A recycled water supply system; or

(b) change in the intended use of Class A recycled water at the property; and/or

(c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

(i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and

(ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

(a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.

(b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

(a) An external recycled water tap must be installed to service the **front** of the property:

(i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(b) An external recycled water tap must be installed to service the rear of the property:

(i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

(c) All external recycled water taps must have the following features:

(i) The whole body of the tap and handle must be coloured purple

(ii) Tap to be the jumper valve type

(iii) Tap handle must be the removable type

(iv) Standard thread on tap outlet for garden hose bib

(v) Tap inlet to have 5/8" right hand thread

(d) An external drinking water tap must installed to service the **front** of the property

(i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(e) All external drinking water supply taps must be fitted with atmospheric vacuum breakers.

(f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

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

(b) All external recycled water taps must comply with the features detailed in section 3.3(c).

(c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:

(i) an educational site including but not limited to schools and kindergartens;

(ii) a site to which the public have access;

(iii) a health care centre; or

(iv) a site that is likely to have children present.

(d) At least one external drinking water tap must be provided to service the property.

(e) <u>All external drinking water supply taps must be fitted with atmospheric vacuum breakers.</u>

3.5. Laundry Use

(a) A recycled water washing machine tap must be installed in the laundry.

(b) All recycled water washing machine tap kits must have the following features:

(i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).

(ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).

(iii) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet

(iv) 5/8" Male lugged elbow

(v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

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

(b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

USE OF CLASS A RECYCLED WATER	**YES (✓) or NO (X)**
Fire-fighting & fire protection systems (**excluding sprinkler systems**)	YES (✓)
Toilet / urinal flushing (**excluding bidets**)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (**not for swimming**)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (**excluding pigs**)	YES (✓)
Cooling towers	YES (✓)
Industrial use: • Boiler feed water • Process water • Wash-down water • Dust suppression	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

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

(a) AS/NZS 3500

(b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au

(c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

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

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

(i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building

(ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling

(iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages

(iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

(i) The site must have passed the R1 and R2 inspections before the R3 can be done

(ii) All tap-ware and plumbing fixtures must be fitted and operational

(iii) Properties must not be occupied before passing the R3 inspection

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday

6.3. R3 inspections require two (2) business days' notice of the required inspection date

6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.

6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection

6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework

6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time

6.8. Safe access to the site must be provided for inspections to take place

6.9. Failure to book inspections will result in penalties. Refer Section 1.

6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:

(a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.

6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:

(a) Properties using a straight piece will not pass these inspections.

6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.

7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

8.1. The drinking water property service pipe is to be PE pipe and must be water marked.

8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:

(a) PE pipe must not form any part of the water meter assembly.

8.3. In the case of short side installations the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.

8.4. In the case of long side installations the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

9.1. All recycled water meters will be installed with a locking device at the time of the tapping.

9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:

(a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.

10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

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

(a) An application must be made online via easyACCESS to move the meter/s.

(b) Yarra Valley Water can move meters up to 600mm from their original tapping location:

(i) 20mm and 25mm meters **are moved for free**

(ii) 32mm and above incur costs

(c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.

(d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the* Act. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

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

10.7. Minimum separation between meters as follows:

(a) 20mm to 25mm meters – 250mm minimum clearance between meters

(b) 32mm and above – 150mm minimum clearance between meters

(c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

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

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

12. Owner's Responsibility

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

(a) Educate children and visitors to the property about the permitted uses of Class A recycled water

(b) Remove the handle from the recycled water taps when not in use

(c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

(a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements

(b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly

(c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

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

SEWER

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

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

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

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

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

BH Property and Estate Lawyers C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000
Rate Certificate No: 31054390

Date of Issue: 05/08/2026
Your Ref: 771889

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
318 MANDALAY CCT, BEVERIDGE VIC 3753	4124\PS617320	5246610	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/07/2026 to 30/09/2026	$22.30	$22.30
Residential Sewer Service Charge	01/07/2026 to 30/09/2026	$127.37	$127.37
Drainage Fee	01/07/2026 to 30/09/2026	$32.91	$32.91
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$182.58

Lisa Anelli
General Manager
Retail Services

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2026, Residential Recycled Water Usage is billed 201.33 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Property No: 5246610

Address: 318 MANDALAY CCT, BEVERIDGE VIC 3753

Water Information Statement Number: 31054390

HOW TO PAY

Biller Code: 314567
Ref: 50797807033

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / BH PROPERTY AND ESTATE LAWYERS

Your Reference:	4729-2026
Certificate No:	97846805
Issue Date:	23 FEB 2026
Enquiries:	ESYSPROD

Land Address: 318 MANDALAY CIRCUIT BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48096102	4124	617320	12277	614	$1,968.50

Vendor: AUGUSTINE AUSTRALIAN HOLDINGS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
AUGUSTINE AUSTRALIAN HOLDINGS L	2026	$260,000	$1,968.50	$0.00	$1,968.50

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$580,000
SITE VALUE (SV):	$260,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$1,968.50**

Notes to Certificate - Land Tax

Certificate No: 97846805

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $260,000

Calculated as $975 plus ($260,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,800.00

Taxable Value = $580,000

Calculated as $580,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 97846805

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: 97846805

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 / BH PROPERTY AND ESTATE LAWYERS

Your Reference:	4729-2026
Certificate No:	97846805
Issue Date:	23 FEB 2026
Enquires:	ESYSPROD

Land Address:	318 MANDALAY CIRCUIT BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48096102	4124	617320	12277	614	$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:	$580,000
SITE VALUE:	$260,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97846805

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 / BH PROPERTY AND ESTATE LAWYERS

Your Reference:	4729-2026
Certificate No:	97846805
Issue Date:	23 FEB 2026

Land Address:	318 MANDALAY CIRCUIT BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
4124	617320	12277	614

Vendor: AUGUSTINE AUSTRALIAN HOLDINGS PTY LTD

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: 97846805

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 97846802

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: 97846802

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.

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

BH Property and Estate Lawyers C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 771889

NO PROPOSALS. As at the 23th February 2026, 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®.

318 MANDALAY CIRCUIT, 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: 23th February 2026

[Vicroads Certificate] # 79726606 - 79726606111243 '771889'

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 6th August 2026

1. OWNERS CORPORATION DETAILS

Plan Number:	617320S (An unlimited for Plan No.
Address of Plan:	Camerons Lane Beveridge 3753
Lot Number this statement relates to:	4124
Unit Number this statement relates to:	318 MC
Postal Address	Level 51/360 Elizabeth Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor:	Augustine Australian Holdings Pty Ltd ACN 645671049
Postal Address for Lot 4124	16 Terry Close Narre Warren Victoria 3805
Purchaser:	
Person requesting Certificate:	Infotrack on behalf of BH Property and Estate Lawyers
Reference:	(Ref: 4729-2026)
Address:	
Fax:	
E-mail:	ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 4124

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 4124 are **1,595.00 per annum** commencing on 1 July 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/25 to 30/09/25	392.60	01/07/25	Paid
01/10/25 to 31/12/25	392.60	01/10/25	Paid
01/01/26 to 31/03/26	404.90	01/01/26	Partial payment
01/04/26 to 30/06/26	404.90	01/04/26	Issued
01/07/26 to 30/09/26	398.75	01/07/26	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 4124.

4. CURRENT LEVY POSITION FOR LOT 4124

Fund	Balance		Paid To
Administrative	$1,367.00 DR	*	31 December 2025
Maintenance Fund	0.00		
BALANCE	**$1,367.00 DR**	*	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 4124.

6. OTHER CHARGES

The following charges are payable by Lot 4124 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Kemps Petersons INV 2127181 | 13/01/2026	143.00	12/02/26	Issued
Kemps Petersons INV 2127181 | 13/01/2026 - No GST	39.25	12/02/26	Issued
Kemps Petersons INV 2132277 | 03/02/2026	99.00	05/03/26	Issued
Lot 4124 Level 1	18.00	15/04/26	Issued
Lot 4124 Level 2	47.00	30/04/26	Issued
Lot 4124 Level 1	18.00	15/07/26	Issued
Lot 4124 Level 2	47.00	30/07/26	Issued

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 6 August 2026:

Account / Fund	Amount
Administrative Fund	670,954.69
Maintenance Fund	347,849.48
Investment Account	946,727.70
TOTAL FUNDS HELD AS AT 6 AUGUST 2026	**$1,965,531.87**

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	146A918445BPK
Expiry Date	30-June-2027
Insurance Company	QBE
Broker	McLardy McShane Partners Pty Ltd
Premium	630.00
Cover Type	**Amount of Cover**
Property, Death and Injury (Public Liability)	$20,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
16/10/2024	Body Corporate Services (VIC) Pty Ltd	Current	Strata Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

The owners corporation currently has no orders, notices or legal proceedings served in the last 12 months that have not been satisfied

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 51/360 Elizabeth Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Owners Corporation No. ,
Plan No. 617320S, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

F Kwok For and on behalf of

Registered Manager

Full name: David Teehan / KA
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

06/08/2026

Date

Common Seal
of Owners Corporation

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

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

Infotrack on behalf of BH Property and Estate Lawyers

6th August 2026

Dear Infotrack on behalf of BH Property and Estate Lawyers

Re: OWNERS CORPORATION CERTIFICATE - LOT 4124, PLAN NO. 617320S

In response to your request, we now attach an Owners Corporation Certificate for Lot 4124 in Plan No. 617320S dated 6th August 2026. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 (*"**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

F Kwok For and on behalf of

Registered Manager

Full name: David Teehan
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

06/08/2026

Date

Letter subject to copyright
Printed from Urbanise Strata - www.urbanise.com

Body Corporate Services (VIC) Pty Limited
ABN 35079654103

Po Box 444, Broadbeach QLD 4218

picagroup.com.au/bcs-strata-melbourne
bcs_melbourne@bcssm.com.au

Ph:1300889227

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 617320S
MANDALAY
Camerons Lane, Beveridge, VIC, 3753

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 617320S held at Club Mandalay, Camerons Lane, Beveridge, VIC, 3753; Meeting URL: Video Conference: https://meetings.picagroup.com.au/

Passcode: 7HN9d2Cq commenced at 7:00 PM on Tuesday 16 September 2025.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
54	Anthony Epifanio
94	Brian Frederick May, Barbara Christine Pegram
107	Maria Wilson
114	John Leslie Seamons, Heather Lynette Seamons
150	Jason Smith
164	Christina Robyn Likos, Maxwell Francis Creedy
245	Todd Dennis Ruttley, Brooke Frances Ruttley
249	Bradley Kevin Dyson, Ashlee Maree Dyson
277	Paul David Wilkinson, Sarah Jane Wilkinson
1217	Peter Laspatzis
1442	Christopher Hodgkinson
1519	Ellie Benham
1530	Michelle Murphy
1714	Emma Kate Paull
1815	Neil & Livia Martins
2101	Richard John Kimpton, Thomas Jack Czech
2109	Simon James Perryman, Sarah Jane Perryman
2322	Lalesh Kumar
2326	Antonio Marco Mantello, Samantha Maree Mantello
2733	Jordan Baines, Elyse Baines
2913	Margaret Lynn Pearse

3023	Kyle Aron Mathers, Nicole Louise Mathers
3205	Stewart Wayne Short, Antonietta Gaal
3318	Stephen John Brockwell, Debra Faye Brockwell
3620	Jake Daly
3927	Toni Maree Sprague, Darren Robert Sprague
4030	Malcolm Blair Kay, Judith Mary Kay
4108	Sundeep Kumar Moosapeta
4349	Donald Ian Pritchard, Donna Louise Pritchard
4703	Elanie Coyne
4802	Monalisa Saikia, Gurpreet Singh
5410	Sean James Petersen, Alyssa Maree Rodwell
6447	Aaron Joseph Munchow, Elissa Jayne Munchow
9702	Raymond Trevor Lindsay East, Leanne Julie East

Present by Proxy

Lot	In Favour of:

Apologies

In Attendance

David Teehan representing Body Corporate Services (VIC) Pty Limited.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

David Teehan

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 26 November 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2 INSURANCES

2.1 Acknowledge Insurance **Ordinary Resolution**

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
146A918445BPK	QBE	30 Jun 2026	Property, Death and Injury (Public Liability)	$20,000,000.00
TOTAL PREMIUM: $610.00				

Motion Result: Passed by Simple Majority

2.2 Obtain a new Valuation **Ordinary Resolution**

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

Motion Result: Defeated by Simple Majority

3 REPORTS

3.1 Receive Committee Report **Ordinary Resolution**

That the Committee Report be received.

Motion Result: Passed by Simple Majority

3.2 Receive Dispute Resolution Report/Arrears Waiver of Interest Report **Ordinary Resolution**

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

4 AUDITOR

4.1 Annual Audit — Ordinary Resolution

That the Owners corporation resolves that the statement of accounts for the financial year 01/07/2025 to 30/06/2026 be audited.

Motion Result: Passed by Simple Majority

5 FINANCIAL STATEMENTS

5.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending 30 June 2025 (which report total members' funds of $561,865.55 as per report attached) be adopted.

Note: Any Financial Queries need to be brought to the Manager's attention at least 72 hours prior to the meeting so that the issue can be adequately addressed.

Note: *An owner submitted several queries regarding the EoFY accounts prior to the meeting. It was agreed at the meeting that this document would be included in the minutes. See below.*

Motion Result: Passed by Simple Majority

6 BUDGET

6.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing 1 July 2025, enclosed within the meeting documents, be adopted with the amendments discussed at the meeting.

Motion Result: Passed by Simple Majority

7 FEES

7.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at $3,207,560.95 (incl. GST) towards the **Administration Fund**, to commence on 1 July 2025.

Motion Result: Passed by Simple Majority

7.2 Fee Instalment Periods - Administration Fund — Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending 30 June 2026, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2025	30 Sep 2025	01 Jul 2025	$789,528.99	$3.93
Already Issued	Current	01 Oct 2025	31 Dec 2025	01 Oct 2025	$789,528.99	$3.93
To be Issued	Next	01 Jan 2026	31 Mar 2026	01 Jan 2026	$814,257.94	$4.04
To be Issued	Next	01 Apr 2026	30 Jun 2026	01 Apr 2026	$814,257.94	$4.04
Total					**$3,207,573.86**	**$15.94**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2026	30 Sep 2026	01 Jul 2026	$801,890.24	$3.99
To be Issued	Next	01 Oct 2026	31 Dec 2026	01 Oct 2026	$801,890.24	$3.99
Total					**$1,603,780.48**	**$7.98**

Motion Result: Passed by Simple Majority

7.3 Authority to Strike Shortfall Funding Levy — Ordinary Resolution

That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy then the Owners Corporation Manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

Motion Result: Passed by Simple Majority

8 PENALTY INTEREST AND DEBT MANAGEMENT

8.1 Charging of Penalty Interest — Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Passed by Simple Majority

8.2 Waiver of Penalty Interest and Late Payment Fees — Ordinary Resolution

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to $0.00. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Passed by Simple Majority

8.3 Debt Management **Ordinary Resolution**

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time, and subject to all future fees, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and

b. debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and

c. that the owners corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the owners corporation (excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Act or Regulations or the Rules of the Owners Corporation, and

d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Passed by Simple Majority

9 UTILITIES AGREEMENTS

9.1 Consider any Current Agreements **Ordinary Resolution**

That the owners corporation consider any current agreements for the supply of electricity, gas, or any other utility relevant to the owners corporation and determine any action required.

Motion Result: Defeated by Simple Majority

9.2 Engage Services of Energy Broker **Ordinary Resolution**

That the owners corporation instruct the owners corporation manager to engage the services of an energy broker to assist the committee with the negotiation of utility agreement/s and for these purposes be authorised to sign a letter of authorisation with the broker.

Motion Result: Defeated by Simple Majority

9.3 Authorise a Representative **Ordinary Resolution**

That the owners corporation authorise a representative of the committee to liaise with the appointed energy broker.

Motion Result: Defeated by Simple Majority

9.4 Authorise the Committee **Ordinary Resolution**

That the owners corporation authorise the committee to evaluate the analysis from the energy broker and approve new utility agreement/s on behalf of the owners corporation, if any.

Motion Result: Defeated by Simple Majority

9.5 Owners Corporation Authorisation — Ordinary Resolution

That the owners corporation authorise:

a. two members of the committee to sign approved single-site utility agreement/s on behalf of the owners corporation; and
b. the owners corporation manager to sign approved multi-site utility agreement/s on behalf of the owners corporation.

Motion Result: Defeated by Simple Majority

10 MANAGER

10.1 Appointment of Manager — Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

a. Body Corporate Services (VIC) Pty Limited is appointed as Manager of the Owners Corporation for three (3) years from signed agreement completed at the last annual general meeting 16/10/2024 to 16/10/2027 and including the date of this meeting;

b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);

c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;

d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and

e. The common seal of the Owners Corporation be affixed to the Appointment.

Motion Result: Passed by Simple Majority

11 ENGAGEMENT OF CONTRACTORS

11.1 Engagement of Contractors — Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Passed by Simple Majority

12 ESSENTIAL SAFETY

12.1 Essential Safety — Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Passed by Simple Majority

13 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

13.1 Use of Common Seal and Execution of Documents — Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager
- OC Certificate for prospective vendors.

Motion Result: Passed by Simple Majority

14 COMMITTEE

14.1 To Elect a Committee — Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

Motion Result: Passed by Simple Majority

14.2 Election of Committee — Ordinary Resolution

That members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

Committee Members:
Debra Brockwell
Malcolm Kay
Brooke Ruttley
John Seamons
Gurpreet Singh
Sarah Wilkinson

Motion Result: Passed by Simple Majority

14.3 Committee To Elect a Chairperson — Ordinary Resolution

That the Committee elect the Chairperson of the Owners Corporation.

Chairperson elected:
Brooke Ruttley

Motion Result: Passed by Simple Majority

14.4 Owners Corporation to Elect Chairperson — Ordinary Resolution

That, if the above Motion is defeated, the Owners Corporation elect a Chairperson of the Owners Corporation.

Motion Result: N/A

14.5 Committee To Elect a Secretary — Ordinary Resolution

That the Owners Corporation appoint a Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Secretary elected:
David Teehan - BCS

Motion Result: Passed by Simple Majority

14.6 Delegation of Powers to Committee **Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee of the Owners Corporation all the powers and functions of the Owners Corporation as set out in the Owners Corporation Act 2006 as noted below:

Powers or functions being delegated must be in accordance with the Owners Corporation Act, Regulations and Rules.

Pursuant to a Resolution of the Owners Corporation made on the day of the AGM, the Owners Corporation delegates to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation except:

a. *the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or*
b. *a power delegated by instrument to the manager of the Owners Corporation; or*
c. *a power delegated by instrument to the Secretary of the Owners Corporation; or*
d. *a power delegated by instrument to the Grievance Committee; or*
e. *the power to terminate or otherwise vary the appointment of the Owners Corporation manager, which must be determined at a general meeting of the Owners Corporation.*
f. *Additional exclusions (if any) are attached.*

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

Motion Result: Passed by Simple Majority

14.7 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Passed by Simple Majority

15 GENERAL BUSINESS

15.1 Security
Note: refer to attached document
It was discussed by all members present whether to engage a security guard to patrol the estate 7 days a week between 10.00pm & 5.00am, and the quote obtained by the Owners Corporation Committee was unanimously rejected.

15.2 Owners Corporation Rules
Note: refer to attached document
It was agreed by all members present to engage the lawyer who completed the most recent review of the Owners Corporation rules. BCS to engage the lawyer to update the current rules to align with current legislation.

16 NEXT MEETING

Proposal for a tentative date of 15 September 2026 for the next Annual General Meeting.

Closure

There being no further business the Chairperson declared the meeting closed at 8.25PM.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 617320S

1 July 2025 to 30 June 2026

Camerons Lane Beveridge Victoria 3753

Expenditure	Budget 07/25 - 06/26
Bank-Service Fees	1,400.00
Caretaker-Contractor	2,877,160.00
Consultant - Building Compliance / BWOF(Building Warranty of Fitness)	4,000.00
Management - Taxation Management	700.00
Management - additional services	7,500.00
Management - debt recovery	55,000.00
Management - disbursements	33,198.00
Management - management fees	211,180.00
Total Administrative Fund Expenditure	**3,190,138.00**

Additional Revenue	Budget 07/25 - 06/26
Investment Transactions - interest received	8,608.56
Mutual Revenue - Agency Refund Other	297.06
Mutual Revenue - reimbursement	13,770.29
Non-Mutual Revenue - bank interest	4,708.38
Non-Mutual Revenue - certificates	495.87
Non-Mutual Revenue - interest on investment	14,555.59
Prior Period Adjustment	5,558.26
Total Administrative Fund Additional Revenue	**47,994.01**

Administrative Fund Summary			Budget 07/25 - 06/26
Opening balance (Surplus)		203,588.39	
Expenditure during budget period		3,190,138.00	
		2,986,549.61	
Less	Additional revenue during budget period	47,994.01	
Plus	Planned surplus at end of budget period	(22,579.36)	
Plus	Allowance for GST on levies	291,597.62	**Per Ent**
Budgeted levies to be raised $		**3,207,573.86**	15.9501

Total Lot Liability 201101

*May include insurance contributions

Questions for the Owner's Corporation Manager on financial aspects arising from the Annual Financial Statements

September 2025 AGM

1. Subscription / Lease Fee

- The subscription fee to Club Mandalay Limited increased from ~$2.58M in 2024–25 to a budgeted ~$3.21M in 2025–26.
    - What drives this increase (e.g., CPI, fixed escalation, other charges)?
    - Is there scope to review or renegotiate aspects of the lease to manage future increases?

      This is determined by Club Mandalay and how the Owners Corporation was originally set up at conception.

2. Deficit in 2024–25

- The administrative fund recorded a deficit of ~$922K in 2024–25.
    - Was this expected when the budget was set?
    - How confident are you that the 2025–26 levy levels will prevent a repeat deficit?

The OC has deficit of $922k for the year, it looks the levies were not collected fully what was set in the budget it has under collected $690,727 and also there was internal transfer done from admin to maintenance fund $358,274.60 and caretaker (CML subs) contractor payment increased compared to budget.

3. Administrative Fund Balance

- The balance dropped from ~$1.1M to ~$203K.
    - Is this level of reserves considered adequate for cash flow and contingencies?
    - What is the target reserve level the OC should aim to maintain? I don't believe there currently is a target.

4. Levies in Arrears

- Levies in arrears total ~$425K (almost 20% of annual levies).
    - What steps are being taken to reduce arrears? Some cases are on payment plans and some others at various stages of the VCAT process.

- Are debt collection processes (at a budget cost of $55K) proving effective?
- How much of the arrears are considered recoverable? All of them, however it is a long process.

5. Holding Account ($1.06M)

- The balance sheet shows a "Holding Account" liability of ~$1.06M.
  - Can you explain what this represents? These funds are the sub fees that the OC are holding on behalf of CML
  - When and how will these funds be allocated or applied? End of the financial year Newland developments sends the balance to reconcile.

6. Maintenance Fund

- $358K was transferred in 2024–25, with no expenditure.
- A further $376K transfer is budgeted for 2025–26.
  - What specific works or projects are these funds being accumulated for? Unable to answer, need to discuss with CML.
  - Is there a CML "sinking fund" forecast that aligns with these transfers? Unable to answer, need to discuss with CML.
  - Why is no expenditure planned from the Maintenance Fund in either 2024–25 or 2025–26? Shouldn't we expect at least some annual maintenance spending? Is there a sinking fund forecast showing how and when these funds will be used? CML provided a high-level amount that they expect to withdraw for asset maintenance however this was provided after the OC budget was produced and therefore not included

7. Budget 2025–26

- With expenditure budgeted at ~$3.52M, nearly all tied to the subscription fee, other costs are relatively small.
  - How are non-subscription expenses being controlled? By collaboration with the committee and BCS Manager.
  - Are any material cost increases anticipated outside the subscription fee? Only by CPI.

8. Investments & Cash Management

- The OC holds ~$708K in term deposits at ~4.2% interest.

- Are we confident the investment strategy is optimising returns while keeping funds accessible for obligations? Yes.

9. Lack of Comparative Figures

- The financial statements only show 2024–25 actuals and budget figures.
- Comparative *actual* figures from 2023–24 are missing, making it difficult to track trends (e.g., arrears, reserves, deficits), and last year's financials cannot be directly compared.
    - Why were prior year actuals not included? The AGM agenda is only for the FY of 24/25.
    - Can the manager provide a consistent year-on-year set of financials going forward? All current and previous financial information is available on our portal for any owner to view.

OC617320S – Rule Review & Update

Why Are We Reviewing the Rules?

Recent legal advice from two independent law firms has confirmed that several current Owners Corporation (OC) rules may conflict with legislation or unfairly restrict lot owners' rights.

What's the Problem?

The rules are 15 years old and some conflict with current laws like the Owners Corporations Act and Planning & Environment Act.

What Are We Doing About It?

We want to update the rules to:

- Ensure rules are fair, clear and compliant with current legislation
- Reduce confusion, disputes and legal risk for the OC and residents

How Does This Affect You, the Lot Owner?

- You'll have clearer, legally sound rules that protect everyone's rights
- The OC will focus on fair and enforceable governance
- All Lot Owners will be invited to review and vote on the updated rules before they're adopted

Security

Throughout the year there has been many incidents where residents called for more security.

Several options were looked into by the committee and following are a few with the OC Committee recommendations:

- **Boom gates at entrances**

There will eventually 7 be ways in and out of the estate once the surrounding areas are also complete.

The roads are not private roads, they are managed by Council & VicRoads.

We did ask the question of Council if they would approve boom gates being installed and they responded with '*Boom gates are only appropriate for gated communities where the road networks are managed by a private entity. The Engineering Department is not supportive of installing any boom gates on public roads*.'

- **Night Patrol of the estate**

Requested a quote for a Security Guard in a marked vehicle to patrol the estate between 10pm to 5am, 7 days a week and asked the question of what the Security guard can do if they come across an offence taking place.

The Security company who provided a quote informed us that in the case of an offence being committed police will be called and the security guard will remain on site till police arrive. Safety is paramount for both the guards and the public so each situation will be assessed by the security team. We have a control room which monitors the guards and will advise on action that will be taken.

Cost $14,700+GST = $16,170 per month = $194,040 per year

To work out the additional cost we need to factor in the rate of arrears, so at the current rate of 30% the additional cost would be approx. $500 per lot per year to ensure that we had enough cash flow for the expense.

- **OC Committee Recommendation**

The OC Committee **does not recommend** looking further at either of these options.

Owners Corporation for Plan No. 617320S

Camerons Lane Beveridge Victoria 3753
ABN/ACN 26830973051

DEBTOR STATEMENT - LOT: 4124

OWNER: Augustine Australian Holdings Pty Ltd ACN 645671049

For the period 1 Jul 2026 to 30 Jun 2027 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
				Brought forward		-896.09		-896.09
01-07-26	18-05-26			Levies - normal (interim)	01-07-26 to 30-09-26	-398.75		-1,294.84
15-07-26	15-07-26			Other Debt recovery costs Lot 4124 Level 1		-18.00		-1,312.84
16-07-26	22-07-26			Penalty		-0.99		-1,313.83
22-07-26	28-07-26			Penalty		-3.11		-1,316.94
29-07-26	04-08-26			Penalty		-3.06		-1,320.00
30-07-26	30-07-26			Other Debt recovery costs Lot 4124 Level 2		-47.00		-1,367.00
					Balance as at 6 Aug 2026	**-1,367.00**	**0.00**	**-1,367.00**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
$	**-1,367.00**	**0.00**	**-1,367.00**

club mandalay

Club Mandalay

By-Laws and Rules
Version 1.1

© Avid Sports Management 2015

Proudly managed by avid SPORTS

club mandalay

Welcome 4
Contact directory 5
Calendar of events 5
By-laws and rules 5
1. Purpose 5
2. Manager authority 5
3. Member rules 5
General rules 5
1. Membership cards 6
2. Smoking 6
3. Guests 6
4. Food and beverage on premises 7
5. Property damage or removal 7
6. Lost property 7
7. Complaints 7
8. Parking 7
9. Animals 7
10. Violations 8
11. Disciplinary action 8
Member access terms and conditions 9
1. Conditions of owner resident and resident access 9
2. Member website 10
3. Liability 10
4. Insurance 11
Golf course 11
1. Golf course access 11
2. Playing rights 11
3. Greenfees – valid as at july 2015 and subject to change 12
4. Hours 12
5. Dress standards 12
6. General rules of play 12
7. Guests 13
8. Cancellation policy 13
9. Junior players 14
10. Competitions 14
11. Motorised cart use 14
12. Non playing partners 14
13. Weather 15
14. Tuition 15
15. Handicaps 15

© Avid Sports Management 2015

Proudly managed by avid SPORTS

16. Slow play 16
17. Course marshal 16
18. Course care 16
19. Personal property 17
Gymnasium & swimming pool 17
1. Right of access 17
2. Gym usage 17
3. Swimming pool usage 18
4. Dress standards 19
5. Gym & pool operating hours 19
6. Children 20
7. Classes 20
Resident conduct 20
1. Harassment policy 20
2. Walking trails 21
Emergency procedures 21
1. Medical emergency 21
2. Emergency first aid kit 22
3. Weather procedures 22

© Avid Sports Management 2015

Proudly managed by avid SPORTS

WELCOME

Welcome to the picturesque Club Mandalay, the heart of the Club Mandalay Estate. The Golf Course and Clubhouse precinct has been designed to optimise the Club Mandalay experience at every turn and to make Club Mandalay a most desirable place to live.

The Clubhouse

The Clubhouse is open seven days per week. It is envisaged that initially the restaurant will be open for breakfast on the weekends. Lunch will be available daily and dinner Friday and Saturday night. Patronage of the bar and restaurant will be monitored closely and operating times will be adjusted to best satisfy demand.

The food and beverage facilities include a fully licenced bar, café, restaurant and function facilities.

Our team of qualified chefs are already delivering a fresh, innovative and well priced range of menus that will include special events such birthdays and celebrations.

The café offers freshly made coffee daily as well as a selection of cakes, pastries and pre-made sandwiches, wraps and salads.

Golf

The Championship Golf Course has been designed to offer an appropriate challenge for every level of golfer. The Par 72 course comprises 4 par 3's, 4 par 5's and 10 par 4's in two loops of nine holes starting and finishing at the clubhouse in the traditional manner, with a variety of hole lengths making for an interesting journey. Bunkers, although not vast in area or in number, provide a sufficient challenge to the golfer without being heartbreakingly difficult. The greens are generous in size and subtle in nature giving rise to a variety of pin positions. The fairways are gently undulating providing drainage runoff to landscape areas, while numerous landscaped wetlands scattered around the course will clean the run off and provide a welcome refuge for a variety of aquatic species and bird life.

Please be advised that the By-Laws and Rules may change from time to time without prior notification, or distribution. Please refer to www.clubmandalay.com.au for the most up to date version.

We look forward to seeing you out and about the Mandalay Community.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

CONTACT DIRECTORY

Address	430 – 450 Mandalay Circuit, Beveridge Vic 3753
Telephone:	03 9037 3700
E-mail:	info@clubmandalay.com.au
Website:	www.clubmandalay.com.au
General Manager	Wayne Sutherland
Golf Club Professional	James Pratt
Course Superintendent	Brenten Coulthard
Resident Liaison	Mary Anastasiou
Operator:	Avid Sports Mandalay info@avidsports.com.au

CALENDAR OF EVENTS

A calendar of social, sporting and golf events and offers will be placed periodically on the Club Mandalay website www.clubmandalay.com.au

BY-LAWS AND RULES

1. PURPOSE

The By-Laws and Rules (the 'Rules') of Club Mandalay have been designed to protect the rights and privileges of Mandalay Residents, Members, visitors and employees as well as protecting Club Mandalay Limited property. The Rules have been formulated to acquaint the Residents of Mandalay with the services available to them and to assist with the proper utilisation of the facilities of the Club.

2. MANAGER AUTHORITY

The Manager shall have full and complete charge of the Club and facilities at all times.

3. MEMBER RULES

The Rules are subject to, and should be read in conjunction with, the Membership Terms and Conditions.

GENERAL RULES

© Avid Sports Management 2015

Proudly managed by avid SPORTS

1. MEMBERSHIP CARDS

Each Member shall be issued with a membership card. Members are requested to carry this card with them when using the Club facilities. This is important for identification as well as access to the Member only facilities. Members shall not lend or give their cards to any other person for any reason. Violation of this rule may result in expulsion from the Club. Loss of the card should be reported immediately to the Club.

There will be a nominal fee of $50.00 to replace any lost cards or the issuing of additional Resident Member Cards.

2. SMOKING

Smoking is not permitted anywhere inside the Clubhouse, leisure facilities or car park area. Smoking is only permitted in the designated smoking area, which is located outside the pro shop.

3. GUESTS

Members may invite Guests to the Club during scheduled opening hours. Members are responsible for the conduct and dress of their Guests.

Golf

A Member shall not introduce more than three Guests at any one time, to use the Golf Course, unless permission has been obtained beforehand from Club or its authorised designee.

Swimming Pool

A Resident Member may invite up to 2 guests to use the swimming pool at any one time, and any guest will be required to sign in at reception before proceeding to the swimming pool area. Any guest is allowed to use the swimming pool in total a maximum of 6 times per annum, regardless of the member that has invited them.

Gymnasium

There is no guest access to the gymnasium.

Tennis

Members may invite up to 3 guests to use a tennis court at any one time, with each guest able to use the privilege a maximum of 6 times in any one year.

1. MOBILE PHONES

When using mobile phones in the Clubhouse and seating area please consider others around you. The use of mobile phones on the Golf Course is strongly discouraged and is intended for use in medical emergencies only. The use of mobile phones for taking photographs in the gym and locker rooms is strictly prohibited and may lead to prosecution under Victorian law.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

4. FOOD AND BEVERAGE ON PREMISES

No food or beverage may be consumed on Club premises other than that purchased from the Clubhouse or the on course Beverage Cart service. Alcohol must not be taken on the Golf Course and is only to be consumed in accordance with the terms of the Liquor Licence, as delivered through the Club Staff.

5. PROPERTY DAMAGE OR REMOVAL

Residents shall be liable to the Club for the value of all Club property, and any costs incurred by the Club in replacing or repairing the relevant property, which shall be damaged or removed by the Resident or his/her Guests.

6. LOST PROPERTY

All lost property is to be handed in or collected from the Golf Pro-Shop. Lost property will be retained for a period of 4 months, after this time the property will be returned to the person that handed it in or it will be donated to charity.

7. COMPLAINTS

Slow, unsatisfactory or improper service should be reported immediately to the Club or its authorised designee so that it may assess responsibility and correct the problem. Other serious complaints should be made in writing. Members should not directly reprimand any Club employee. Complaints of all deficiencies in service or demeanour of any employee will receive the immediate attention of the Club. Please direct all complaints to info@clubmandalay.com.au

8. PARKING

Members must park their vehicles in accordance with indicated parking regulations. Cars are parked at the owner's own risk and must not be parked on the Golf Course or Golf Course grounds except for designated parking areas.

Members who bring trailers are requested to park at northwestern corner of the car park, or in the overflow carpark located on the corner of Lithgow Street and Mandalay Circuit.

9. ANIMALS

Members are reminded that no animals are permitted in the Clubhouse, golf course or leisure facilities,, at all times. The walking of animals is restricted to the Residents pathways only.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

10. VIOLATIONS

Officers, Members and employees of the Club are requested to report any violations of the Rules.

All complaints in relation to the conduct and behaviour of individuals using the Club should be brought to the attention of the General Manager, including the following:

a) display of temper or other discourteous conduct resulting in damage to the Golf Course or Club facilities;

b) Using the any part of the Club whilst under the influence of an excessive amount of alcohol or any other illicit substances;

c) parking in a prohibited area or taking more than one parking space;

d) deliberate abuse of any item of Club property; or

e) acting in any way that is detrimental to the use and enjoyment of the Club or the Golf Course by any other person.

11. DISCIPLINARY ACTION

If in the Club's opinion (at its absolute discretion) a Member has either:

a) refused or failed to comply with any part of these terms and conditions or the rules, policies and regulations made in relation to these terms and conditions;

b) engaged in conduct unbecoming of a Member;

c) engaged in conduct deemed to be prejudicial to the interest of the Club or to the interests of other Member of the Club;

d) engaged in conduct which has or could bring the Club into disrepute; or

e) engaged in sexual harassment of another person working or participating in any Club related activity,

then, subject to these terms and conditions, the Club may, at its sole discretion, take any or all of the following disciplinary action:

a) expel the Member from the Club; or

b) suspend the Member from access of the Club for a specified period.

Prior to taking disciplinary action the Club must:

a) Give notice to the Member against whom disciplinary action is being considered:

   i. stating that the Club proposes to hold a disciplinary meeting with the Resident on a specified date and at a specified place and time (being not earlier than 14 days after the date of the notice);

© Avid Sports Management 2015

Proudly managed by avid SPORTS

ii. outlining the allegations or complaint made against the Member in sufficient detail for the Member to be able to respond to the allegations or complaint;

iii. stating the possible disciplinary action which may be taken against the Member as a result of the complaint; and

iv. informing the Member that he or she may attend the meeting or choose not to attend the meeting, however, if the Member chooses not to attend the meeting, the Club may decide to take disciplinary action against the Member in the Members absence.

b) Hold a disciplinary meeting at which, if the Member attends, the Club:

i. must give the Member an opportunity to be heard;

ii. must give due consideration to any prior written statement submitted by the Resident;

iii. may allow witnesses to attend the meeting and be heard in relation to the allegations or complaint; and

iv. may hear the matter in full, adjourn the meeting to another date or part hear the matter and adjourn the meeting to another date as it sees fit.

v. The Club must make a decision on what disciplinary action is to be taken against the Resident (if any) within 14 days after the conclusion of the disciplinary meeting and shall notify the Member involved in writing within 14 days of reaching such decision.

vi. The decision of the Club is final and binding and is not subject to any appeal.

vii. An expelled Member is only entitled to re-apply for membership with the prior written consent of the Club.

viii. Where a Member is expelled, suspended, fined or otherwise disciplined by the Club, the Member is not entitled to any compensation or damages or property of the Club and is not entitled to a refund of the whole or any part of any Application Fees, fees or other money.

MEMBER ACCESS TERMS AND CONDITIONS

1. CONDITIONS OF OWNER RESIDENT AND RESIDENT ACCESS

The Company as the proprietor of the Club has all discretion, power and authority to manage the Club and administer and enforce these terms and conditions and the aims and objectives of the Club including, but not limited to, the following:

a) to determine Application Fees, Annual Fees, Green Fees and any other charges;

b) to determine if capital improvements are necessary, and if so, undertake them;

c) to determine variable charges and expenses;

d) to determine acceptable conduct of Residents and to create and implement terms and conditions in that respect;

© Avid Sports Management 2015

e) to determine implications of non-payment of fees, charges and expenses by Residents and their Guests;

f) to decide upon the disciplining and expulsion of Residents having regard to these terms and conditions;

g) to appoint a Manager or consultants to assist the Company to manage and/or operate the Club; and

h) to amend, vary, revoke or add to any provision of these terms and conditions (including but not limited to Resident access Benefits and fees and charges) from time to time as it sees fit at its sole discretion.

Owner and Resident Membership can only be transferred as outlined in the Club Mandalay Constitution.

Each Member agrees to be bound by these terms and conditions and any such rules, policies and regulations as may be added or amended from time to time.

2. MEMBER WEBSITE

The Club has a website with the domain of www.clubmandalay.com.au. There is a Members only area and a public access area. Access to the Members only area is restricted those who have activated their username and password. Please contact the Club if you don't have a member Username or Password

If you are having any difficulty is accessing the Members only access section of the website please contact the Club.

3. LIABILITY

a) All Residents and their Guests use the Club, entirely at their own risk.

b) Neither the Company nor the Club accept any responsibility for damage or injury arising or resulting from any activity undertaken by the Residents and/or their Guests on the Club premises and/or from any use of the facilities by the Residents and/or their Guests how so ever caused.

c) The Guest waives all rights it may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operator (or any combination) for any damage or injury arising or resulting from any activity undertaken by the Residents and/or their Guests on the Club premises and/or from any use of the Facilities by the Residents and/or their Guests howsoever caused.

d) The Club shall not be liable nor responsible in any way for any lost or stolen items or damage to property or vehicles of Residents or their Guests. All Residents shall ensure that their Guests are aware of and agree to waive all rights he or she may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operational Manager (or any combination) for any damage or injury

© Avid Sports Management 2015

Proudly managed by avid SPORTS

arising or resulting from any lost or stolen items or damage to property or vehicles of Residents or their Guest(s).

e) Any damage caused willfully or negligently by any Resident and/or his/her Nominees and/or Guests will be paid for in full (including all costs and expenses arising or incurred by the Club in relation to that damage) by that Resident.

f) Residents shall be fully responsible and liable for all acts and omissions of their Guests and hereby indemnify the Club for all cost, expenses and/or liability suffered or incurred as a result of any action or omission of their Guests.

g) The Resident agrees that all exclusions of liability set out in this clause shall extend to the Company, the Club or its chosen Operational Manager, their directors, Manager, servants, agents and consultants engaged by the Company and the Resident hereby waives all rights he/she has or may have, and agrees not to bring any claim, suit, action or otherwise, against any of the parties herein named.

4. INSURANCE

The Club does NOT provide insurance cover in respect to Members' property for fire, damage or theft in any instance. Residents are strongly advised to cover those contingencies through their own insurance policies.

GOLF COURSE

1. GOLF COURSE ACCESS

The Club Mandalay Golf Course is open to play for Owner and Resident Members, Owner and Resident Golf Members, External Golf Members and the general public.

2. PLAYING RIGHTS

Members are able to access to the Golf Course facilities under one of the two following options:

a) Casual Access – Members paying the Member Casual green fee rate will enjoy access to the golf course.

b) Golf Member – The payment of the annual golf membership fee will provide Golf Members with access to the golf course without the payment of additional green fees.

Golf Members have priority access to the golf course unless determined by Management for suitable commercial benefit, such as a corporate or social club booking. Golf members who have booked a time on the Club tee sheet are given priority access to Golf Course at that time over members who have not made a booking. As a result it is strongly recommended by Club management that all Members book starting times to avoid disappointment, and are encourage to book directly via the online booking system.

© Avid Sports Management 2015

3. GREENFEES – VALID AS AT JULY 2015 AND SUBJECT TO CHANGE

Category	9 holes		18 holes	
	Midweek	Weekend	Midweek	Weekend
Resident	$12	$15	$20	$25
Resident Junior	$7.50		$10	
Resident Guest	$18	$21	$30	$35
Resident Junior Guest	$10		$15	
Club Hire	$15		$25	
Junior Club Hire	$10		$15	

4. HOURS

The hours of operation of the Golf Course and the Pro Shop shall be determined by the Club and may be adjusted at the Club's sole discretion based on usage and the time of year. The Club Mandalay website and Mandalay App contains full details of all opening times.

5. DRESS STANDARDS

The attire required on the Golf Course is smart sportswear and specific golfing attire. The dress regulations are as follows:

Male: collared shirt with sleeves, tailored shorts or pants, sports socks and closed in footwear. For the avoidance of doubt, t-shirts, singlets, football jerseys, footballs shorts and tracksuit style clothing are strictly prohibited.

Female: Sports shirt, tailored shorts, skorts or pants, sports socks and closed in footwear. For the avoidance of doubt, t-shirts, singlet tops, gym clothes and tracksuit style clothing are strictly prohibited

Clothing with offensive messages and images are also strictly prohibited.

As a matter of custom and good taste, players do not remove shirts on the Golf Course. Failure to comply with this rule will Footwear is to be worn at all times on the course and in the Pro Shop.

6. GENERAL RULES OF PLAY

© Avid Sports Management 2015

Proudly managed by avid SPORTS

a) Tee Times - Starting times will be assigned at the Pro Shop by telephone or via the Member login on the Mandalay website. Starting times will be opened for Members 14 days prior to the day of competition play and 30 days for social play.

b) Starting - Members are required to follow the direction of the Pro-Shop in relation to starting times and holes to commence play from, but generally play will commence on the first tee, or tenth tee for two tee start events

c) Player Numbers – A maximum of 4 players per group are permitted unless authorised by the Club or its authorised designee.

d) Clubs – each player must carry their own set of golf clubs

e) Registration - All Members and their Guests must register in the Pro Shop prior to play. No golfer is permitted to simply access the course, or call to the golf shop indicating a desire to tee off, without checking in to the golf shop prior. There are no exceptions to this rule and the disciplinary guidelines will be strictly enforced regarding this.

f) Please use a sand bucket and observe directional signage

g) Each player must have a set of clubs

h) Maximum of four players per group

i) Please ensure players in front are clear prior to play

j) No alcohol permitted on course

k) Please observe recycled water signs and do not enter waterways

l) Children under the age of 14 must be accompanied by an adult

m) Entry and use of the golf course is at your own risk

n) To ensure the safety of the course staff and maintenance staff is maintained, please give them the right of way on the golf course.

7. GUESTS

Guests of Golfing Members may play the course when accompanied by the Member who shall register with the Pro Shop and pay the applicable Guest green fee. A Guest may use the Clubhouse facilities (but not gym and swimming pool) up to a maximum of 8 times per annum (in total, regardless of the member who invited them).

8. CANCELLATION POLICY

In the event that a Member or a Member's Guest is unable to play at the allocated starting time it is asked that you notify the Pro Shop as soon as possible so that other interested players may be contacted. If a Member fails to notify the Pro Shop within an appropriate level of time on two or more occasions the Club may revoke a Members playing access for up to 1 month, taking into account all relevant factors.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

9. JUNIOR PLAYERS

Members who are 14 years and older may complete an application for Golf Membership. The application must be signed on behalf of the Junior Member by their parent or guardian. Once the completed application has been returned to the Club a Junior Member has the same rights as any other Members.

10. COMPETITIONS

Weekly Club competitions will be played as per the calendar of events. Members and guests are able to play in all competitions excluding Closed, Member only events. A competition fee will be payable prior to each round

11. MOTORISED CART USE

a) Rental carts – Members are able to rent a motorized golf cart through the Pro Shop. Members are bound by the Terms and Conditions of renting the motorised cart. The Cart Rental Terms and Conditions are available for review from the Pro Shop.

b) Member Owned Carts – Members are permitted to use their personally owned carts subject to the following terms and conditions:

i. Registration - Each cart must be register with the Club as an approved cart, this registration will be renewed annually. The successful registration of the cart is subject to passing the annual Cart Condition Report. The Cart Condition Report will assess the following:

- Cart condition and presentation
- Safety including tyre condition
- Pollution levels in both noise and exhaust

The results of the Cart Condition Report are at the complete discretion of the cart inspector and no further correspondence will be entered into.

ii. Third party rental – Member Owned Carts are not to be made available to other members, rented or otherwise without being accompanied by the owner of the cart. Breach of this rule will result in the cancellation of the cart registration and therefore denying any future access of the Member Owned Cart onto the golf course. In such instance the Member would not be granted any refund on the Cart Registration fee.

12. NON PLAYING PARTNERS

© Avid Sports Management 2015

Proudly managed by avid SPORTS

Non playing partners may walk around the Golf Course with a Member. A non playing partner assumes their own risk upon entering the Golf Course and acknowledges that, to the extent allowable by law, the Club maintains its right to deny liability for any incident or occurrence. No playing partners are obliged to also follow the dress regulations and to check in to the pro shop prior to play.

13. WEATHER

The Club Professional or other Club Staff will determine whether the Golf Course is in an acceptable condition for play. The decision of the Club Staff is final. Members on the Golf Course will be notified by Club Staff if the course is due to be closed for any reason including an impending electrical storm.

14. TUITION

Club Mandalay has employed a PGA Professional to conduct the golf operations at Mandalay. All golfers and Residents may arrange for the Professional to provide private tuition, subject to availability. The Professional will also attempt to conduct group clinics depending upon Member interaction.

15. HANDICAPS

Mandalay is in the process of gaining formal golf handicap accreditation. Once that process is complete Club Mandalay will offer formal Golf Australia handicaps to Members. Prior to that time Mandalay will provide Club Handicaps to Members who do not already have an official golf handicap.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

16. SLOW PLAY

If a group falls one clear hole behind the match in front, the slow group must invite the group behind to play through. Whenever play is delayed because of a lost ball, the group playing behind shall be invited to play through. Should the above conditions prevail and the following group is not invited through, it shall be the right and privilege of the group following to ask permission to play through.

Whenever, under the rules, the group ahead is required to invite the following group to play through, the slow group, after issuing the invitation to play, shall remain stationary until the invited group has played through.

Prior to putting out all players should endeavour to leave their clubs and/or their golf cart on the side of the green that is nearest the next tee.

After finishing the hole, place the flag in the hole and leave the green area immediately. Proceed to the next tee and mark your scores while your playing partners hit off.

17. COURSE MARSHAL

The Course Marshal has the authority to request a group to speed up or let the following groups through. The Course Marshal may also reasonably ask any group to respond to his or her request to ensure safety, speed of play or for some other relevant purpose. Members are required to follow the direction of the Course Marshal at all times.

18. COURSE CARE

a) Greens - Pitch Repairs
Repair ball marks with ball mark repair tool and insert the prongs into the turf at the edge of the depression.

b) Tees/Fairways – Filling Divots
Take the container of sand and simply pour the sand, or sand/seed mix, into the divot. Pour enough to fill the divot. One you've filled the divot, use your foot to smooth over and tap down the sand.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

c) Bunkers – Raking Bunkers
Always enter and exit a bunker from the lowest point.

Having hit your ball out of the bunker you must rake the bunker to ensure it is fair for the next person. Begin by raking over the signs of play from the sand, the area where your club made contact with the sand, and your footprints. Pull the tines of the rake toward you as you begin moving back to the rim of the bunker. Ensure that you don't pull too much sand toward you. The idea is to restore an even surface to the sand without displacing too much sand. If you are pulling too much sand toward you, try pushing the tines outward a few times, too. All the while, you should be progressing back to the edge of the bunker.

When you are finished, the sand's surface should be evened out, with no signs of divots or footprints, and no excess sand having been pulled toward the bunker's edge. There will be little furrows left from the tines of the rake. To complete the raking, step out of the bunker and make your final few passes over the sand with the rake. Gently throw the rake into the middle of the bunker with the rake pointing its head in the direction of play.

19. PERSONAL PROPERTY

Golfers and Residents are reminded not to leave golf bags or personal belongings unattended on Club property. The Club is not responsible for lost or stolen property. Any lost property handed in to the Club shall be kept at the pro shop.

GYMNASIUM & SWIMMING POOL

1. RIGHT OF ACCESS

Access to the Gymnasium and swimming pool is restricted to Club Mandalay Resident Members Only. At the club's sole discretion the club reserves the right to cancel or suspend the membership of any member whose behavior, actions or otherwise are deemed to have an adverse or possible adverse effect on the operation or reputation of the Club or the enjoyment of the Club by other members and staff.

2. GYM USAGE

Conditions of entry

a) Persons using the equipment in the Gymnasium are responsible for their own safety. They are advised to seek advice from staff in the Gymnasium if necessary.
b) A sweat towel must be used during all workouts.
c) Appropriate clothing and footwear is to be worn at all times within the Gymnasium. Jeans, work boots, thongs, sandals, slippers and open toed shoes are strictly prohibited.

© Avid Sports Management 2015

d) Persons found using the Gymnasium under the influence of alcohol or any other function impairing drugs will be required to leave immediately.

e) For the safety of all users, please refrain from preventing or interfering with others' use of the equipment in the Gymnasium.

f) Bags are to be stored in the lockers provided and must not be left in the Gymnasium.

g) Smoking, food, hot drinks or drinks in glass containers / bottles are prohibited within the Gymnasium.

h) No guests or visitors are allowed into the Gymnasium at any time.

i) Children under 16 years of age are not permitted in the Gymnasium at any time.

j) Out of courtesy to other patrons, please remember to return weights and equipment to the correct position when you have finished each exercise.

k) Misconduct with equipment, using obscene or profane language or exhibiting behaviour that may cause injury is strictly prohibited.

l) Photography or videoing is not permitted in Gymnasium or locker rooms.

3. SWIMMING POOL USAGE

Conditions of entry

a) All children under 16 years of age must be accompanied by an adult or attending a supervised activity.

b) Children 5 years and under and non-swimmers must be within arm's reach of the supervising adult at all times.

c) The swimming facility is not patrolled by any lifesavers.

d) Ensure that suitable swimwear is worn at all times

e) Toys or inflatables devices (excluding swimming aids) are strictly prohibited.

f) No animals, drugs, alcohol, glass or porcelain is allowed on the premises.

g) Smoking is not permitted in the pool area. Allocated smoking areas have been provided outside of the pool deck area.

h) Foul, abusive or inappropriate language or behaviour is not permitted.

i) Running, pushing, back flips, diving and bombing is not permitted.

j) Persons who ignore the Conditions of Entry will be asked to leave the premises.

k) There is no eating or drinking in and around the pool or water play areas.

l) All babies and toddlers who are not toilet trained must wear approved nappies for the pool.

m) Person/s suffering from any gastrointestinal disease, skin infection or other disease that is communicable in an aquatic environment are not prohibited unless written statement by a medical

© Avid Sports Management 2015

practitioner to the effect that the person will not be a health hazard to other users of the water body.

Please be aware that when you are on the premises, both your property and person shall be at your own risk and you shall not hold the centre or its employees liable for any personal injury or loss of property, which may arise from any cause. Please behave respectfully and take responsibility for your actions

4. DRESS STANDARDS

a) Members are required to wear recognized sports clothing and footwear in the gym and group fitness studio. Jeans including cut-off jeans, street wear, and beachwear are forbidden. Footwear such as work boots, thongs or sandals are forbidden.

b) Members are required to wear footwear at all times whist on club premises.

c) Appropriate swimwear is to be worn at all times - only recognised swimwear may be worn

d) Adequate and hygienic recognised swimwear must be worn at all times in the water.

e) Infants are required to wear recognised waterproof Aqua nappies.

f) Rash shirts are recognised as swimwear.

g) Unacceptable Swimwear

If you do not wear the appropriate swimwear you will be asked to leave the water. Inappropriate swimwear includes but is not limited to:

i. Denim
ii. Cotton (including tee shirts)
iii. Underwear, Street clothes
iv. Street footwear, Sport/gym clothes

Club Mandalay features a 25 metre swimming pool open through until 8.00pm daily. Members and their accompanied guests will be able to access the pool by using their valid swipe card. Club Mandalay Limited members Access to scheduled classes and coaching will be available at an additional charge.

The pool will be available to residents and their accompanied guests only and all children under the age of 16 must be accompanied by an adult.

Pool usage will be closely monitored to ensure the operating hours match the preferred usage times of members.

5. GYM & POOL OPERATING HOURS

The Club opening hours are posted within the Clubhouse and on the Club Mandalay website.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

The club reserves the right, without prior notice of reason, to change the opening and closing times.

6. CHILDREN

a) Children under the age of 16 years of age are not permitted in the gymnasium or swimming pool unless accompanied by an adult or attending a supervised activity.

b) Parents/guardians are responsible for the behaviour of their children whilst on Club premises.

c) Unless agreed by management in writing, children under the age of 16 are not permitted to use the gym or attend group fitness classes without the supervision of a parent or guardian.

d) Only recognised swimming attire can be worn in the pool.

e) Infants who wear nappies are required to wear swim nappies when using the swimming pool.

7. CLASSES

a) Members must carry and use a towel at all times when using gym facilities to place on the equipment and to wipe down the equipment after use. A towel must also be carried and used for all group fitness classes.

b) The Club has the right to refuse admission to Group Fitness Classes after the warm up period and we request that participants complete the entire class, including the warm-down.

c) Members must return their weights to the racks provided and strip weight plates off machines when finished, where applicable.

d) The dropping of weights in any area of the gym will not be tolerated.

e) The club reserves the right to change the group fitness timetable, classes and instructors as required.

RESIDENT CONDUCT

1. HARASSMENT POLICY

The Club is committed to providing a harassment free environment for its Members, their Guests and staff. The Club will not tolerate any form of harassment, sexual or otherwise, and will take all reasonable steps to prevent it.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

The Club will not ignore any complaint. In any proven instance of harassment or victimisation, disciplinary action will be taken. This may include warnings, other actions, suspension or expulsion of Member access.

LEGAL IMPLICATIONS

It is the responsibility of all Members to comply with, and ensure, that their Guests comply with, all laws and regulations relating to harassment and victimisation.

2. WALKING TRAILS

Walking Trails have been designed to flow around the Golf Course to ensure safety for those who wish to walk around the Golf Course. Every effort has been made to ensure that the position of the Walking Trails do not impede the enjoyment of the golf. However, common sense must be adopted by both players and walkers.

Golfers must not play a shot if there is any possibility that a walker may be struck by a golf ball. Golfers must wait for the area to be clear. In the event that a golf ball is struck towards a person who is on the walking track the golfer must yell “FORE” in accordance with normal custom to alert the walker.

EMERGENCY PROCEDURES

1. MEDICAL EMERGENCY

If a medical emergency occurs on the golf course, the first person on the scene should:

Use their mobile phone to call 000 or find another person to locate a mobile phone to call 000 and notify the operator of the circumstances of the emergency. Those at the scene should do all that they can to respond to the instructions that are made by the 000 operator. At the relevant time you should advise the 000 operator that a member of staff will meet the ambulance at the front gate of the Club house car park. You should then contact a staff member on 03 9037 3700 and provide them with the following information:

- Location (Golf hole being played, or specific location in the facility)
- Details of the Emergency
- Confirm that an ambulance has been called and that it will be met at the front gate

The staff member will then arrange for the Emergency Medical Kit including defibrillator to be taken to the scene of the incident as quickly as possible and arrange for another staff member to meet the ambulance and direct them to the scene. The staff member will try to locate any medical practitioner on the golf course and transport them to the incident. The staff member will monitor the incident and commence an incident log in accordance with Club procedures.

© Avid Sports Management 2015

2. EMERGENCY FIRST AID KIT

The Club maintains an Emergency first Kit, which is securely stored in locations marked throughout the clubhouse.

3. WEATHER PROCEDURES

The Club has policy guidelines for the suspension/cancellation of golf play on the Golf Course due to dangerous weather conditions. These guidelines can be viewed on the Club Mandalay website.

© Avid Sports Management 2015

Proudly managed by avid SPORTS

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

MANDALAY - BEVERIDGE

1. INTERPRETATION

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

(a) headings are for convenience only and do not affect interpretation;

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

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

(d) a reference to a document (including these Rules) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of these Rules, and a reference to these Rules includes all schedules, exhibits, attachments and annexures to it;

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

(i) **"includes"** in any form is not a word of limitation; and

(j) a reference to **"$"** or **"dollar"** is to Australian currency.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Golf Course Lot means a Lot which either:

(a) abuts the Golf Course; or

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

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

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

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

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

Mandalay is the name of the Development;

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

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

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

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

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

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

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

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

Residence means one permanent non-transportable private residence;

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

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

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

3. MODEL RULES

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

4. DEVELOPMENT OF LOTS

4.1 Compliance with Restrictions on Title

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

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

(b) restriction;

registered on title to that Lot or Sub-Lot.

4.2 No Objection

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

(a) any form of approval being granted:

(i) for medium density residential development, integrated housing or retirement living on a Medium Density Lot;

(ii) to enable a retirement village to be constructed on and operated from a Retirement Village Lot; or

(iii) to construct and operate retail premises from a Lot; or

(b) any amendment to the Design and Siting Guidelines and Restrictions sought by the Developer.

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

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

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

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

(a) **Maintenance**

(i) maintain the Lot by cutting grass and keeping the Lot in a safe and tidy condition before, during and after completion of the Residence on that Lot;

(ii) unless the Owners Corporation elects to do so, maintain any nature strip adjacent to the Lot by cutting grass and keeping the nature strip in a safe and tidy condition before, during and after completion of the Residence on that Lot;

(iii) promptly make good any damage to a Lot or any nature strip caused or contributed to by the Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of that Member or any of them;

(b) **Garbage and Waste Disposal**

(i) except where the Owners Corporation provides some other means of disposal of garbage and waste, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and waste and to keep such receptacle in a clean and tidy condition and adequately covered;

(ii) comply with all requirements of Governmental Agencies relating to the disposal of garbage and waste;

(iii) ensure that the health, hygiene and comfort of Members and occupiers of Lots is not adversely affected by their disposal of garbage or waste;

(iv) ensure that rubbish is not allowed to accumulate on their Lot;

(v) ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection.

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

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

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

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

(e) **Enforcement Costs**

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

6. AMENITY CONTROLS

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

(a) **No Interference with Facilities**

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

(b) **Use of Common Property**

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

(c) **Restrictions on Carparking**

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

A. be parked or left on:

1) the Common Property; or

2) a nature strip; or

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

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

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

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

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

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

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

(iii) any member of Club Mandalay Limited; or

(iv) any operator of the Facilities.

(e) **Behaviour**

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

(f) **Limitation on Noise**

(i) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation which is likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property (unless the Owners Corporation has given written approval for the noise to be made);

(ii) make or permit to be made noise from music or machinery which may be heard outside the relevant Lot between the hours of midnight and 8.00 a.m.;

(g) **No Animals Without Consent**

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

(h) **Not Increase Insurance Premium**

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

(i) **No Vehicle Repairs**

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

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

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

(i) with the consent of the Owners Corporation; or

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

(k) **No Auctions**

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

(l) **No Signs**

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

(m) **No After Hours Works**

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

(i) on a Sunday or public holiday, or

(ii) before 8 am or after 5 pm on any other day,

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

(n) **No Flammable Substances**

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

(i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine;

(o) **No Electrical Interference**

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

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

interfere with any personal property vested in the Owners Corporation;

(q) **No Shops or Businesses**

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

(r) **No Unauthorised Repair**

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

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

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

(t) **Not Neglect Garden Maintenance**

neglect the maintenance and care of the following:

(i) any Residence or garage, or outbuildings constructed on a Lot; and

(ii) any open areas on a Lot which are visible to the public;

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

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

(v) **Fencing**

(i) if a Lot adjoins a public reserve, a road, the Clubhouse or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Clubhouse or the Golf Course;

(ii) allow any fence to fall into a state of disrepair;

(iii) claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor

(iv) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

(w) **Front Landscaping**

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

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

install any TV antennae or satellite dish other than:

(i) at the rear of a Lot;

(ii) below the roof line of any dwelling on the Lot; and

(iii) in a manner which minimises the visual impact of the TV antennae or satellite dish from public viewing.

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

(a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;

(b) use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation;

(c) move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;

(d) damage or obstruct or permit any damage or destruction of any driveway, pathway, stairway or landing on the Common Property or any other part of the Common Property including, without limitation, by bringing any heavy article onto the Common Property without the consent of the Owners Corporation;

(e) damage or alter the Common Property without the written approval of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;

(f) damage any lawn, garden, tree, shrub, plant flower or other vegetation of or situated upon Common Property;

(g) except with the consent in writing of the Owners Corporation (which may state a period and conditions for which the consent is granted), use for their own purposes as a garden any portion of the Common Property;

(h) mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;

(i) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of Member or any person lawfully using the Common Property;

(j) allow any pets to stray on to the Common Property;

(k) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

(l) allow children under the age of 10 years to use any recreational facilities constructed upon the Common Property unless accompanied and supervised by an adult;

(m) use any sporting or recreational facilities set aside on the Common Property between the hours of 11.00pm and 7.00am without the consent of the Owners Corporation or the Manager; or

(n) dispose of or leave any rubbish on the Common Property otherwise than in a place designated for the receipt of rubbish of that type and in any manner other than prescribed by the relevant authority or by the Owners Corporation.

7. GOLF COURSE LOTS

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

(a) the position of a Lot in relation to the Golf Course; or

(b) any inconvenience, danger or potential hazard in occupying a Lot arising from:

(i) an errant golf ball being hit on to a Lot;

(ii) the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;

(iii) the staging of tournaments and corporate golf days; or

(iv) any other matter relating to the proximity of the Golf Course to a Lot.

8. PRIVATE ROADS AND OTHER COMMON PROPERTY

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

(a) the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development must not be obstructed by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided; and

(b) a Member must not drive or permit to be driven any motor vehicle in excess of two (2) tonnes in weight into or over the Common Property other than vehicles necessary to complete the construction and/or occupation of any improvement erected on the Land, and any motor vehicle entitled to use the Common Property by any Governmental Agency.

9. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

(a) the Owners Corporation will provide the following services:

(i) the construction, repair and maintenance of such landscaping within the Plan of Subdivision for which the Owners Corporation is responsible, including public paths and nature strips;

(ii) procuring maintenance of the Facilities to the extent that it is not the responsibility of any other person or entity;

(iii) procuring for each Lot a right to membership of any tenant of the Facilities;

(iv) the construction, repair and maintenance of any private roads or paths on Common Property (or any other part of the Common Property); and

(v) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives in these rules;

(b) the provision of such services by the Owners Corporation will be paid for by all Members;

(c) the amount of the annual Owners Corporation fees that are payable by each Member shall be established at the annual general meeting of the Owners Corporation and must be paid quarterly in advance by each Member according to their Lot liability;

(d) any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge;

(e) the fees for any works referred to in Rule 9(a)(i)-(iv) shall be paid by members into a maintenance fund;

(f) the Owners Corporation can charge interest on money owed by a member to the Owners Corporation after the due date for fees or charges, at a rate from time to time fixed under Section 2 of the *Penalty Interest Rates Act* 1983 (or if it ceases, any rate which replaces it); and

(g) if the Member fails to comply with Rule 6.1(l), the Members agree that:

(i) the Owners Corporation, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and

(ii) the Owners Corporation is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot including any legal costs which may have been incurred on a solicitor/client basis.

10. RIGHTS OF THE OWNERS CORPORATION

The Owners Corporation may:

(a) remove any vehicle which has been parked or left on the Common Property or which obstructs a driveway or entrance to a Lot or is parked in any place other than in a parking area specified for the purpose of the Owners Corporation, at the cost of the Member responsible;

(b) make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property;

(c) seek to make arrangements concerning the sharing of the Common Property facilities with adjoining land owners and/or owners corporations in a way which allocates any costs and responsibilities associated with the use of the Common Property facilities in a manner in which is fair and reasonable having regard to the nature and use of the facilities;

(d) enter into any arrangements with third parties for the provision of services to the Owners Corporation;

(e) lease or licence any part of the Common Property to a third party;

(f) grant exclusive rights of management and operation of the Facilities constructed from time to time on the Common Property; or

(g) do any other thing required to give effect to these rules.

11. CORRESPONDENCE

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

12. RIGHTS OF ENTRY

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

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

13. BEHAVIOUR OF INVITEES

(a) A Member must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

(b) A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 13(a).

(c) The duties and obligations imposed by these rules on a Member of a Lot must be observed not only by the Member but also by the guests, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot. Each Member must procure compliance with these rules by those guests, servants, employees, agents, children, invitees, licensees and occupiers.

(d) Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of the Member or any of them, the Owners Corporation shall be entitled to recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

14. Application to Developer

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

(a) conducting marketing activities in or about the Development generally;

(b) using part of the Development to market and sell any unsold lots in the Development including the creation of a display village for inspection by members of the public;

(c) constructing works forming part of the Development.

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

(a) erect such barriers, fences, hoardings and signs as it deems necessary to facilitate any of the matters referred to in clause 14.1;

(b) use whatever rights of way and/or points of ingress and egress to the Development as are necessary to carry out any works; and

(c) block for whatever period necessary any rights of way or points of ingress and egress to the Development in order to carry out any works.

15. NON-COMPLIANCE

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

(i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;

(ii) the Member must pay an additional charge of $200.00 for each and every month that the Member has not complied with the notice;

(iii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including but not limited to the administrative costs, legal costs on a solicitor/own client basis and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

(iv) the Member must accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;

(v) the Member must pay interest at the rate from time to time fixed under the *Penalty Interest Rates Act 1983* (*Vic*) (or if it ceases, any rate which replaces it) on all moneys of the kind referred to in the Regulations outstanding under these Rules until they are paid;

(vi) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and

(vii) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules and is entitled to recover the entire costs of taking such action from the Member who owns the Lot, such costs to be calculated on a solicitor/client basis.

16. DISPUTE RESOLUTION

(a) The grievance procedure set out in this Rule 16 applies to disputes involving two or more of a Member, the Manager, an occupier of a Lot or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the form approved and published in accordance with section 200 the Act for that purpose.

(c) If there is a grievance committee of the Owners Corporation, the grievance committee must be notified of the dispute by the complainant.

(d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

(e) The parties to the dispute may meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 Business Days after the dispute comes to the attention of all the parties.

(f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

(h) This process is separate from and does not limit any further action under Part 10 of the Act.

17. Severance

If at any time a provision of these Rules is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of these Rules; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Rules.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Augustine Australian Holdings Pty Ltd - ACN 645 671 049 ATF the Augustine Australian Holdings Unit Trust

16 Terry Cl
NARRE WARREN
VIC 3805

Policy Number:
C601355

Policy Inception Date:
23/04/2021

Builder Account Number:
014182

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**Lot 4124 318 Mandalay Circuit BEVERIDGE VIC 3753 Australia**
Carried out by the builder:	**GALLERY HOMES PTY LTD**
Builder ACN:	**151101914**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Augustine Australian Holdings Pty Ltd - ACN 645 671 049 ATF the Augustine Australian Holdings Unit Trust**
Pursuant to a domestic building contract dated:	**30/11/2020**
For the contract price of:	**$ 277,300.00**
Type of Cover:	**Cover is only provided if GALLERY HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

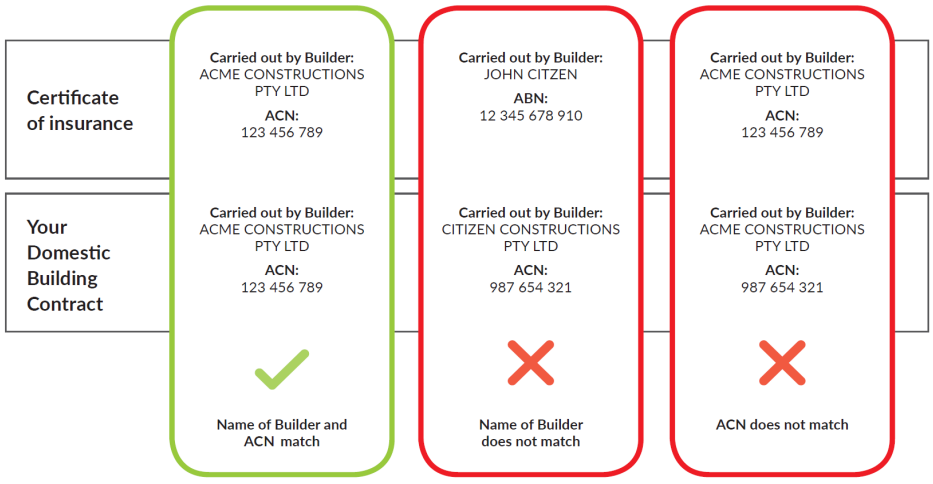
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$1,450.00**
GST:	**$145.00**
Stamp Duty:	**$159.50**
Total:	**$1,754.50**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

MITCHELL SHIRE COUNCIL

PLANNING PERMIT (AMENDED)

Permit Number: **P306244/10.05**
Planning Scheme: Mitchell Planning Scheme
Responsible Authority: Mitchell Shire Council

Address of the land: **155 Camerons Lane BEVERIDGE VIC 3753**
(Lot A on PS 617320S)

The permit allows: **Staged Residential Subdivision**

The following conditions apply to this permit:

Amended Plans

1. Deleted

2. The layout of the subdivision as shown on the endorsed plans must not be altered or modified unless otherwise agreed in writing by the Responsible Authority.

Memorandum of Common Provisions

3. Deleted

Landscape Plans

4. Prior to the issue of statement of compliance for each stage, a landscape plan to the satisfaction of the Responsible Authority must be submitted to an approved by the Responsible Authority. The landscape plan must be in accordance with the endorsed landscape master plan and when approved, the plan will be endorsed and will form part of the permit. The landscape plan must be drawn to scale with dimension and show the:

   a) Details of surface finished and pathways
   b) Canopy trees and other flora along the roads internal to the stage; and
   c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names and sizes at maturity of each plant, for all public areas.

4.1. Before the plan of subdivision is certified for the first stage of the subdivision under the *Subdivision Act* 1988, a landscape master plan for the whole of the estate prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and must show:

   a) Site contours and any proposed changes to existing levels
   b) The landscaping theme and graphical concepts to be developed for the subdivision and the general layout of street tree and reserve plantings
   c) The principles and graphical concepts of the proposed treatment of the open space and drainage reserves

Date permit issued: 18 May 2011
Date permit amended: 13 March 2018

Signature for the
Responsible Authority:

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

d) The indicative location of playgrounds or play items
e) The style of fencing and retaining walls
f) Entrance treatments
g) Any proposed car parking areas and
h) Continuous footpaths

All to the satisfaction of the Responsible Authority.

Completion of Landscape Works

5. All landscaping required by the approved landscape plan must be completed to include street trees, topsoiling and seeding, or bonded unless otherwise agreed in writing, prior to statement of compliance to the satisfaction of the Responsible Authority for each stage of the development.

6. Deleted

Noxious Weeds

7. Prior to the statement of compliance for each stage, all declared noxious weeds must be controlled to the Satisfaction of the Responsible Authority. The completion of this action is to be confirmed by a declaration from the permit holder and may be verified on site by a Council Officer.

Engineering

8. The permit holder shall provide plans and computations of the proposed drainage system to cater for all surface runoffs, runoff from paved/sealed areas and landscaped areas to current design standards. Drainage shall be provided to cater for all lots, and provide "onsite" detention within the overall development in the form of Retarding Basins for the respective catchments, with the suggested legal point of discharge into the existing waterways on the site. The detention system(s) shall be suitably designed to ensure that no increase in runoff (beyond the existing undeveloped state) occurs from the site, and suitable erosion control measures are incorporated. No surface runoff shall discharge to neighbouring properties or to the adjoining roads.

9. Pollutant Traps shall be provided in accordance with a drainage strategy, to be provided by the applicant and to the satisfaction of the Responsible Authority.

10. The drainage system shall be designed by an experienced Civil Engineer, for a 5 year ARI to the current/updated requirements of Australian Rainfall and Runoff (ARR) and AS 3500.3, in particular Part 3.2 Stormwater Drainage – Acceptable Solutions. (AS/NZS 3500.3.2 1998).

11. A design check for both a 5 year ARI and a 100 year ARI shall also be undertaken for the whole site, to ensure that all floor levels are at least 600mm above peak flood levels for both cases. The road networks shall also be checked for the 100-year ARI, to ensure that emergency vehicles can traverse the roads.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

12. The drainage design shall include a 100-year ARI design check and design work to cater for such water flows to the natural waterways, and suitable current design standards of WSUD (Water Sensitive Urban Design) and Best Practice in Environmental Urban Drainage Design.

13. Prior to the issue of a Statement of Compliance for each of these stages all drainage works shall be completed to the satisfaction of the Responsible Authority. If a Legal Point of Discharge (LPD) does not exist adjacent to the property, then an additional pit (or pits) may be required to connect into the drainage system or natural waterway system, subject to the directions and approval of the Responsible Authority.

14. Prior to any works commencing on any of the above precincts, the Developer must submit a detail Traffic Impact Assessment Report for each precinct prepared by a reputed Traffic Consultant and approval obtained from the Responsible Authority. The traffic report must address the following:

    a) Bus routes and formalised stopping areas;
    b) Intersection treatments;
    c) Traffic calming devices and treatments;
    d) School precinct traffic movements and parking issues;
    e) Retail precinct traffic treatments and parking issues;
    f) Traffic treatments on the connection of Cameron's lane and Patterson Street to other internal roads;
    g) Foot/cycle path connectivity; and
    h) All intersecting roads coming from any of the precincts to the main collector road must have the appropriate traffic treatment.

15. Prior to commencing of any detail plans for any of the stages in each of the precinct, functional layout plan must be submitted and approval obtained from the Responsible Authority to determine the connectivity of each stage with the other to the satisfaction of the Responsible Authority.

16. Prior to the issue of a Statement of Compliance for each stage, access shall be provided to each lot, to the satisfaction of the Responsible Authority. All internal roads shall be constructed with sealed pavement with SM2 kerb and channel or other agreed standard, and at least one footpath and footpath linkages to the existing surrounding streets in accordance with the traffic management strategy and the Design Guidelines for Subdivisional developments to the satisfaction of the Responsible Authority.

17. Driveways, crossing infill and parking areas shall be constructed with a sealed pavement (concrete or asphalt), including drainage and designed with suitable grades for the access of vehicles, pedestrians and services vehicles, to the satisfaction of the Responsible Authority.

18. Street lighting shall be installed in accordance with the Victorian Code for Residential Development (ResCode), standard C40 and to AS1158.1.1 – 1997 and to the satisfaction of the Responsible Authority.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

19. All reserve boundaries with private property frontage must be fenced appropriately at the cost of the developer and to the satisfaction of the Responsible Authority.

20. All retail, open spaces for sport fields, school precincts and community buildings must be provided with Bus route and bus parking bays and facilities in conjunction with the Department of transport requirements and to the satisfaction of the Responsible Authority.

21. The permit holder must submit detailed plans of proposed road construction, car parking, walkways, associated drainage works, signage and vehicular access for each lot. No construction shall be undertaken until the plans have been approved. The design shall incorporate:

    a) Performance measures and criteria as contained within the Victorian Code for Residential Development (ResCode), Clause 56.06 Access and Mobility Management;
    b) Interception of headlight glare;
    c) Pedestrian and cycle movements throughout the subdivision;
    d) A designed pavement thickness with a minimum seal of 50mm thickness of asphalt (with prime coat) for access streets and access place movements areas;
    e) Flexible pavements should be designed to the requirements of "Austroads Pavement Design – a guide to Structural Design of Road Pavements, revised 1999", using equivalent standard axle loadings based on an average traffic generation rate of 10 vehicles per day per lot, and a 20-year design life;
    f) Rigid pavements should also be designed for a 20-year design life;
    g) Fencing and bollard details to existing or proposed reserves;
    h) Sound fencing where required; and
    i) Traffic Calming measures and traffic speed management devices.

22. The permit holder shall, prior to the issue of Statement of Compliance for each stage, pay a plan checking fee of 0.75% of the value of the subdivision Civil Construction costs and a supervision fee of 2.5% of the subdivision Civil Construction Costs, to the Responsible Authority. The developer shall certify the Actual Subdivision Civil Construction costs by submitting a priced schedule of works as supplied by the successful construction contractor.

23. The permit holder shall fully construct all streets, street drainage collections, pathways and ancillary works in accordance with the approved plans. Construction shall include:

    a) Reinstatement, backfill and levelling of service trenches and excavations;
    b) Topsoiling and seeding (or Hydro-mulching) of nature strips and batters;
    c) Grading, profiling and reinstatement of adjoining lots where cut and fill is required to provide a suitable street aspect;
    d) Provision of concrete driveway crossing to each lot as required by the Responsible Authority;
    e) Reinstatement of storage compounds, construction plant movement areas and natural surface;
    f) Termination points of streets for each stage that may incorporate, to the satisfaction of the Responsible Authority:

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

i Traffic turning areas;
ii Concrete edge strips; and
iii Barrier signage.

g) Erection of signs, line markings and kerb inscriptions shall be completed.

24. The permit holder shall provide an endorsed "as constructed plan" without charge to the Responsible Authority indicating the location of all underground services and markings located within the road reserves.

25. The permit holder shall reinstate and maintain all service trenches for a period of not less than three months.

26. The development/subdivision shall be undertaken in accordance with the EPA guideline No. 275 'Construction Techniques for Sediment Pollution Control' to the satisfaction of the Responsible Authority.

27. Earthworks shall be kept to a minimum and shall be in accordance with relevant Australian standards with no soil to be left stockpiled at the completion of the works.

28. No sediment shall be deposited on the Responsible Authority's road due to the works and/or vehicles entering or leaving the site during construction.

29. No works may be undertaken within 10 metres of the drainage line(s) and/or watercourse(s) shown on the endorsed plan except with the further written consent of the Responsible Authority and upon the advice of Melbourne Water.

30. The permit holder shall make provision within the construction period, and to the satisfaction of the responsible authority, for the following:

a) Collection and disposal of building rubble, waste and surplus materials;
b) Erosion control and filtering of sediments from stormwater runoff;
c) Hard standing areas for construction vehicles and equipment and materials;
d) Wash down and disposal of mud and waste materials from construction and delivery vehicles;
e) The installation and maintenance of barriers, fencing, signage, reflective tape, safety Barriers and/or lighting for any works within existing road reserves; and
f) Control of dust from construction activities to the satisfaction of the Responsible Authority.

31. The permit holder shall reinstate any footpath, nature strip or kerb and channel and/or other assets or infrastructure damaged as a direct result of any works associated with this permit.

32. Prior to any construction works associated with the development/subdivision commencing, the owner/developer must submit a construction management plan to and to the satisfaction of the Responsible Authority. The construction management plan must address issues such as

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

environmental issues, dust control, soil erosion, traffic management, mud on roads, warning signs, construction plant movement areas and storage areas.

33. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the Plan of Subdivision submitted for certification in favour of the relevant authority for which the easement on site is to be created under the Subdivision Act 1988.

34. Prior to road and drainage works being accepted on maintenance by the Responsible Authority, all works incorporated in the approved engineering drawings shall be completed to the satisfaction of the Responsible Authority and a refundable maintenance bond of 5% of the value of the construction works shall be lodged with the Responsible Authority to be held for a period of three (3) months.

35. Prior to works being accepted off maintenance and bonds are refunded by the Responsible Authority, as constructed drawings shall be submitted to the Responsible Authority in the form of 'dxf' files and 'D-Spec' for drainage infrastructure.

APA Group

36. Easements in favour of Australian Gas Networks (VIC) Pty Ltd must be created on the plan to the satisfaction of APT.

37. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd.

Yarra Valley Water

38. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.

39. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of recycled water services.

40. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

Melbourne Water

38. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

39. Melbourne Water requires that the applicant submit a detailed Drainage and Stormwater Management Strategy, which demonstrates how stormwater runoff from the subdivision will achieve flood protection standards and State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.

40. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

41. Prior to the commencement of works a separate application, direct to Melbourne Water, must be made for any stormwater connection to a Melbourne Water asset. Prior to accepting an application, evidence must be provided, demonstrating that a connection to the Council drainage system is not feasible. Contact Asset Services on telephone 9679 6614 for Melbourne Water's connection requirements, including payment of appropriate fees.

42. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.

43. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.

44. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100-year flood level associated with an existing Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing Melbourne Water waterway, whichever one is greater.

45. Runoff from the site is to be treated through onsite treatment works to Best Practice Standards for pollution removal, complying with Clause 56.07 of the Victorian Planning Provisions.

    a) Prior to requesting Statement of Compliance, Melbourne Water requires the submission for our records, a copy of the MUSIC Model and detailed designs for the stormwater quality works along with written confirmation of acceptance of the stormwater quality works by the Responsible Authority.
    b) If an alternative arrangement has been negotiated with the Responsible Authority, Melbourne Water requires a copy of any written documentation detailing that arrangement for our records prior to requesting Statement of Compliance.

46. Prior to Certification the applicant must provide Melbourne Water with an estate 100yr catchment plan and WSUD treatment plan which shows the areas of the estate that are being treated.

47. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

48. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

Country Fire Authority

49. Operable hydrants, above or below ground must be provided to the satisfaction of CFA. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of the lots) must be 120m and hydrants must be no more than 200m apart. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the Country Fire Authority web site (www.cfa.vic.gov.au).

50. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

51. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 metres. Dips must have no more than a 1in 8 (12%) (7.1 degrees) entry and exit angle.

SP AusNet

52. The plan of subdivision submitted for certification must be referred to Ausnet Electricity Services Pty Ltd in accordance with Section 8 of the Subdivision Act 1988.

53. The applicant must:

    a) Enter in an agreement with Ausnet Electricity Services Pty Ltd for the supply of electricity to each lot on the endorsed plan;
    b) Enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system;
    c) Enter into an agreement with Ausnet Electricity Services Pty Ltd for rearrange of the points of supply to any existing installations affected by the private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by Ausnet Electricity Services Pty Ltd;
    d) Provide easements satisfactory to Ausnet Electricity Services Pty Ltd for the purpose of "Power Line" in favour of "Ausnet Electricity Services Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 200, where easements have not been otherwise provided, for all existing Ausnet Electricity Services Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land;
    e) Obtain for the use of Ausnet Electricity Services Pty Ltd any other easement required to service the lots;
    f) Adjust the position of any existing Ausnet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by the survey;
    g) Set aside on the plan of subdivision Reserves for the use of Ausnet Electricity Services Pty Ltd for electric substations;
    h) Provide survey plan for any electric substations required by Ausnet Electricity Services Pty Ltd and for associated power lines and cables and execute leases for a period of 30 years, at

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

a nominal rental with a right to extend the lease for a further 30 years. SPI Electricity Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision;

i) Provide to Ausnet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required;

j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by Ausnet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998; and

k) Ensure that all necessary auditing is completed to the satisfaction of Ausnet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

Telecommunications

54. The owner of the land must enter into an agreement with:

- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Transport for Victoria

55. Unless otherwise agreed in writing with Transport for Victoria, prior to the Certification of the Plan of Subdivision for the first stage of this subdivision the permit holder must prepare a Public Transport Plan (PTP) in consultation with Transport for Victoria. The PTP must be submitted to and

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

approved by the Responsible Authority. When approved, the PTP will be endorsed and form part of the permit. The PTP must outline the following:

a) Confirm the likely bus route to be taken through the estate for the life of the development taking into consideration the staging of the development site and the rollout of staged public transport service;
b) Confirm the location of bus stop infrastructure throughout the estate and in the standard of design and construction. Bus shelters must also be constructed in key locations throughout the estate. All bus stop infrastructure must be Disability Discrimination Act (DDA) compliant;

To the satisfaction of Transport for Victoria.

56. Unless otherwise agreed in writing with Transport for Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains bus stops as nominated on the PTP endorsed under this permit the necessary bus stop infrastructure must be constructed at the full cost to the permit holder to the satisfaction of Transport for Victoria.

57. Unless otherwise agreed in writing with Transport for Victoria, roads designed for public transport access within the PTP, including roundabouts, must be designed and constructed in accordance with Transport for Victoria Guidelines for Land Use and Development and accommodate ultra-low floor buses, to the satisfaction of Transport for Victoria.

Time Limits

58. This permit will expire if:

a) The plan of subdivision for the first stage is not certified within 2 years of the date of this permit;
b) The plan of subdivision for any subsequent stage is not certified within 2 years of the date of certification of the previous stage of the subdivision; or
c) The registration of any stage of the subdivision is not completed within 5 years of the date of certification of the plans of subdivision.

The Responsible Authority may extend the time if a request is made in writing in accordance with Section 69 of the Planning and Environment Act 1987.

Notes:

- Yarra Valley Water - Should you have any queries regarding Yarra Valley Water conditions, this authority can be contacted on (03) 9872 1465. To assist this authority in handling any enquiries, please quote the reference number 315314 or email easyACCESS@YVW.com.au.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

- If Further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference MWA – 1047281.

- CFA - Should you have any queries regarding CFA conditions, this authority can be contacted on 8746 1410. To assist this authority in handling any enquiries, please quote the reference number 12000-883926-886504.

- Telstra - Should you have any queries regarding Telstra conditions, this authority can be contacted on 5329 9056. To assist this authority in handling any enquiries, please quote the reference number 76059.

- Ausnet Electricity - Should you have any queries regarding Ausnet Electricity conditions, this authority can be contacted on 9237 4447. To assist this authority in handling any enquiries, please quote the reference number 74267584.

- Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

- Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

Date of amendment	Brief description of amendment
22 March 2013	• Condition 1 a) and b) deleted, and new condition 1 a) added. • New condition 3 added. • Conditions 37-44 deleted and new conditions added. • Conditions 51-53 altered to remove references to 'the Director of Public Transport' and replace with 'Public Transport Victoria.' • Conditions re-numbered to reflect above alterations. • Melbourne Water permit note amended to update reference number.
13 July 2016	This permit has been amended as follows: • Conditions 54 and 58 have been amended.
13 March 2018	This permit has been amended as follows: • Condition 1 has been deleted • Condition 2 has been reworded. • Conditions 4, 5, and 7 have been amended • Addition of Condition 4.1. • Condition 3 and 6 have been deleted.

Date permit issued: 18 May 2011
Date permit amended: 13 March 2018

Signature for the
Responsible Authority: 

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

	• Condition 54 has changed in title. • All conditions have added titles and title changes.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act* 1987)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act* 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from:
  - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - ii. the date on which it was issued, in any other case.

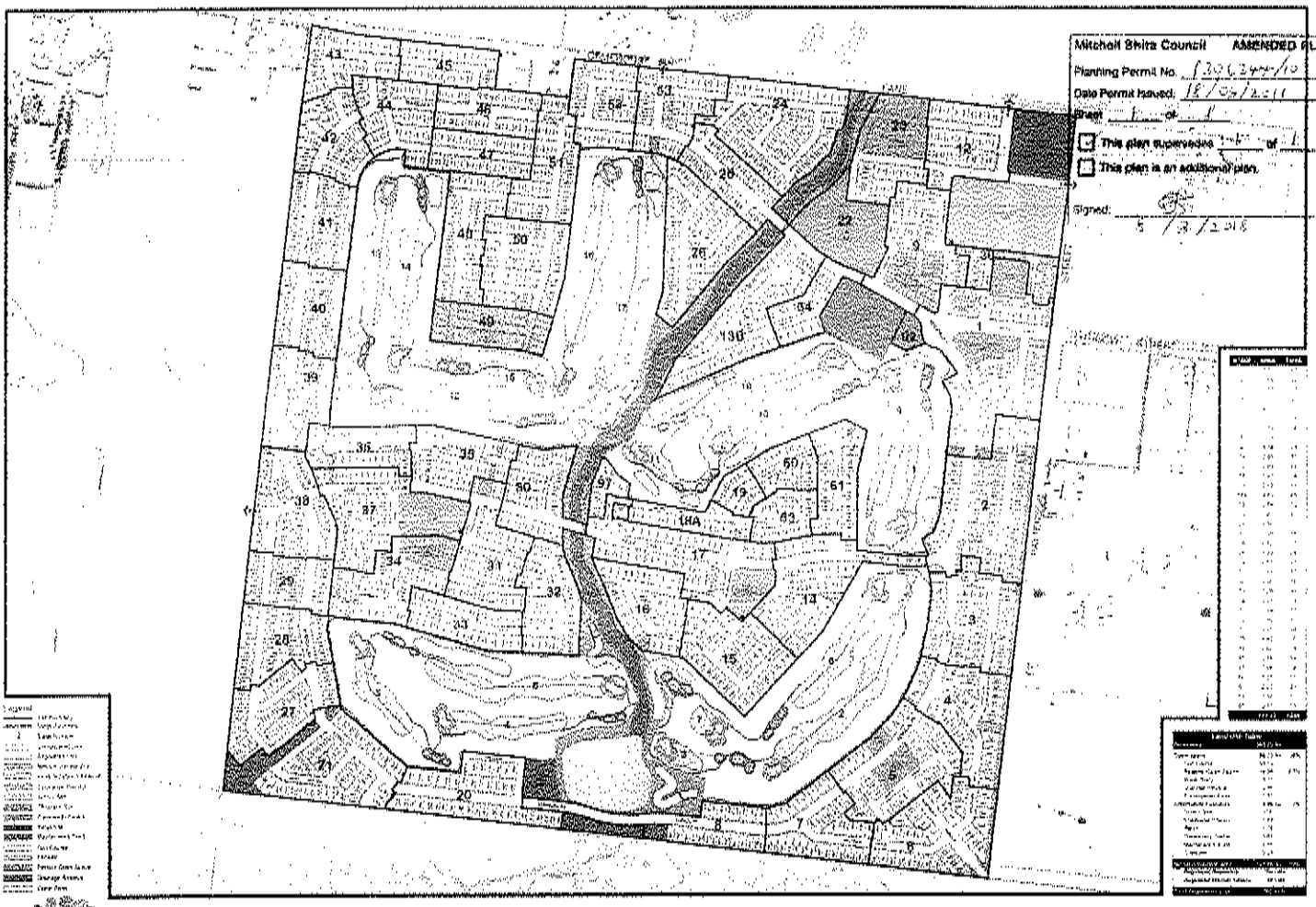
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation
   - within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act* 1988.
2. A permit for the use of land expires if:
   - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
   - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
   - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act* 1988, unless the permit contains a different provision:
   - the use or development of any stage is to be taken to have started when the plan is certified; and
   - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

DocuSign Envelope ID: 56276C77-3DDF-4C3A-AF54-AB4EC0920456



Lyssna

mandalay layout plan

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

03 MAY 2018

MITCHELL SHIRE COUNCIL

Contact Officer: Jyoti Makan
Telephone: 5734 6226
mitchell@mitchellshire.vic.gov.au
Property Number: 117809

16 April 2018

Newland Developers Pty Ltd
Att: Rod Binedell
501 Blackburn Road
MT WAVERLEY VIC 3149

Dear Sir/Madam,

Reference No: **P306185/10.02**
Address: **155 Camerons Lane BEVERIDGE VIC 3753**
Proposal: **Multi-lot Staged Residential Subdivision**

I refer to the above application and wish to advise that the planning permit has been amended.

A copy of the amended planning permit and the endorse plans are attached for your reference.

The amended planning permit contains a number of conditions and some of the conditions may require actions to be undertaken before the use or development can start, as well as throughout the life of the permit. Please familiarise yourself with the conditions.

At the end of the amended planning permit you will also find information about your appeal rights if you are unhappy with any of the requirements of the planning permit.

Please also note that this permit is not a building permit. If the proposal involves the construction or alteration of a building, or in some circumstances the change of use of a building, then you may need to obtain a separate building permit. For further information about the building permit process please contact Council's Building Unit on (03) 5734 6200.

If you would like more information about the planning permit process, please visit the Statutory Planning page on Council's website at www.mitchellshire.vic.gov.au.

Please do not hesitate to contact me if you have any further queries.

Yours sincerely,

Jyoti Makan
Growth Areas Planner

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

MITCHELL SHIRE COUNCIL

PLANNING PERMIT (AMENDED)

Permit Number: **P306185/10**
Planning Scheme: Mitchell Planning Scheme
Responsible Authority: Mitchell Shire Council

Address of the land: **155 Camerons Lane BEVERIDGE VIC 3753**
(Lot A on PS 617320S)

The permit allows: **Multi- lot Staged Residential Subdivision**

The following conditions apply to this permit:

1. Deleted

2. The layout of the subdivision as shown on the endorsed plans must not be altered or modified unless otherwise agreed in writing by the Responsible Authority.

Landscape Plans

3. Prior to the issue of statement of compliance for each stage, a landscape plan to the satisfaction of the Responsible Authority must be submitted to an approved by the Responsible Authority. The landscape plan must be in accordance with the endorsed landscape master plan and when approved, the plan will be endorsed and will form part of the permit. The landscape plan must be drawn to scale with dimension and show the:

   a) Details of surface finished and pathways
   b) Canopy trees and other flora along the roads internal to the stage; and
   c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names and sizes at maturity of each plant, for all public areas.

3.1. Before the plan of subdivision is certified for the first stage of the subdivision under the *Subdivision Act* 1988, a landscape master plan for the whole of the estate prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and must show:

   a) Site contours and any proposed changes to existing levels
   b) The landscaping theme and graphical concepts to be developed for the subdivision and the general layout of street tree and reserve plantings
   c) The principles and graphical concepts of the proposed treatment of the open space and drainage reserves
   d) The indicative location of playgrounds or play items
   e) The style of fencing and retaining walls
   f) Entrance treatments
   g) Any proposed car parking areas and
   h) Continuous footpaths

   All to the satisfaction of the Responsible Authority.

Date permit issued: 27 July 2010
Date permit amended: 10 April 2018

Signature for the Responsible Authority:

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

Completion of Landscape Works

4. All landscaping required by the approved landscape plan must be completed to include street trees, topsoiling and seeding, or bonded unless otherwise agreed in writing, prior to statement of compliance to the satisfaction of the Responsible Authority for each stage of the development.

Restriction on Building Envelopes

5. Deleted.

Noxious Weeds

6. Prior to the statement of compliance for each stage, all declared noxious weeds must be controlled to the Satisfaction of the Responsible Authority. The completion of this action is to be confirmed by a declaration from the permit holder and may be verified on site by a Council Officer.

Engineering

7. Prior to the issue of the Statement of Compliance the permit holder must provide plans and computations of the proposed drainage system to cater for all surface runoffs, runoff from paved/sealed areas and landscaped areas to current design standards. Drainage must be provided to cater for all lots, and provide "onsite" detention within the overall development in the form of retarding basins for the respective catchments, with the suggested legal point of discharge into the existing waterways on the site. The detention system(s) must be suitably designed to ensure that no increase in runoff (beyond the existing undeveloped state) occurs from the site, and suitable erosion control measures are incorporated. No surface runoff must discharge to neighbouring properties or to the adjoining roads.

8. Pollutant traps must be provided in accordance with a drainage strategy, to be satisfaction of the Responsible Authority.

9. The drainage system must be designed by an experienced civil engineer, for a 5 year ARI to the current/updated requirements of Australian Rainfall and Runoff (ARR) and AS 3500.3, in particular Part 3.2 Stormwater Drainage – Acceptable Solutions. (AS/NZS 3500.3.2 1998).

10. Prior to the issue of the Statement of Compliance a design check for both a 5 year ARI and a 100 year ARI must also be undertaken for the whole site, to ensure that all floor levels are at least 600mm above peak flood levels for both cases. The road networks must also be checked for the 100-year ARI, to ensure that emergency vehicles can traverse the roads.

11. The drainage design must include a 100-year ARI design check and design work to cater for such water flows to the natural waterways, and suitable current design standards of WSUD (Water Sensitive Urban Design) and Best Practice in Environmental Urban Drainage Design.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

12. Prior to the issue of a Statement of Compliance all drainage works must be completed to the satisfaction of the Responsible Authority. If a legal point of discharge (LPD) does not exist adjacent to the property, then an additional pit (or pits) may be required to connect into the drainage system or natural waterway system, subject to the directions and approval of the Responsible Authority.

13. Prior to the issue of a Statement of Compliance, access must be provided to each lot, to the satisfaction of the Responsible Authority. All internal roads must be constructed with sealed pavement with SM2 kerb and channel or other agreed standard, and at least one footpath and footpath linkages to the existing surrounding streets in accordance with the traffic management strategy and the Design Guidelines for Subdivisional developments in the Mitchell Shire Council.

14. Prior to the issue of the Statement of Compliance driveways, crossing infill and parking areas must be constructed with a sealed pavement (concrete or asphalt), including drainage and designed with suitable grades for the access of vehicles, pedestrians and services vehicles, to the satisfaction of the Responsible Authority.

15. Prior to the issue of the Statement of Compliance street lighting must be installed in accordance with the Victorian Code for Residential Development (ResCode), standard C40 and to AS1158.1.1 -- 1997 and to the satisfaction of the Responsible Authority.

16. Prior to the issue of the Statement of Compliance the owner/developer must submit detailed plans of proposed road construction, walkways, associated drainage works, signage and vehicular access for each lot. No construction must be undertaken until the plans have been approved. The design must incorporate:

    a) Performance measures and criteria as contained within the Clause 56.06 of the Mitchell Planning Scheme which refers to 'Access and Mobility Management';
    b) Interception of headlight glare;
    c) Pedestrian and cycle movements throughout the subdivision;
    d) A designed pavement thickness with a minimum seal of 50mm thickness of asphalt (with prime coat) for access streets and access place movements areas;
    e) Flexible pavements should be designed to the requirements of "Austroads Pavement Design – a guide to Structural Design of Road Pavements, revised 1999", using equivalent standard axle loadings based on an average traffic generation rate of 10 vehicles per day per lot, and a 20 year design life;
    f) Rigid pavements should also be designed for a 20-year design life;
    g) Fencing and bollard details to existing or proposed reserves; and
    h) Sound fencing where required.

17. The owner /developer must, prior to the issue of Statement of Compliance, pay a plan checking fee of 0.75% of the value of the subdivision civil construction costs and a supervision fee of 2.5% of the subdivision civil construction costs, to the Mitchell Shire Council. The developer must certify the actual subdivision civil construction costs by submitting a priced schedule of works as supplied by the successful construction contractor.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

18. Prior to the issue of a Statement of Compliance the owner/developer must fully construct all streets, street drainage collections, pathways and ancillary works in accordance with the approved plans. Construction must include:

    a) Reinstatement, backfill and levelling of service trenches and excavations;
    b) Topsoiling and seeding (or Hydro-mulching) of nature strips and batters;
    c) Grading, profiling and reinstatement of adjoining lots where cut and fill is required to provide a suitable street aspect;
    d) Provision of concrete driveway crossing to each lot as required by the Responsible Authority;
    e) Reinstatement of storage compounds, construction plant movement areas and natural surface; and
    f) Termination points of streets for each stage that may incorporate, to the satisfaction of the Responsible Authority;
    g) Traffic turning areas;
    h) Concrete edge strips;
    i) Barrier signage, and
    j) Erection of signs, line markings and kerb inscriptions must be completed.

19. The permit holder must provide an endorsed "as constructed plan" without charge to Mitchell Shire Council indicating the location of all underground services and markings located within the road reserves.

20. The permit holder must reinstate and maintain all service trenches for a period of not less than 3 months after the issue of the Statement of Compliance.

21. The subdivision must be undertaken in accordance with the EPA guideline No. 275 'Construction Techniques for Sediment Pollution Control' to the satisfaction of the Responsible Authority.

22. Earthworks must be kept to a minimum and must be in accordance with relevant Australian standards with no soil to be left stockpiled on this stage at the completion of the works.

23. No sediment must be deposited on council's road due to the works and/or vehicles entering or leaving the site during construction.

24. The permit holder must make provision within the construction period, and to the satisfaction of the Responsible Authority, for the following:

    a) Collection and disposal of building rubble, waste and surplus materials;
    b) Erosion control and filtering of sediments from stormwater runoff;
    c) Hard standing areas for construction vehicles and equipment and materials;
    d) Wash down and disposal of mud and waste materials from construction and delivery vehicles;
    e) The installation and maintenance of barriers, fencing, signage, reflective tape, safety barriers and/or lighting for any works within existing road reserves; and

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

f) Control of dust from construction activities to the satisfaction of the Responsible Authority.

25. The permit holder must reinstate any footpath, nature strip or kerb and channel and/or other assets or infrastructure damaged as a direct result of any works associated with this permit.

26. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the Plan of Subdivision submitted for certification in favour of the relevant authority for which the easement on site is to be created under the Subdivision Act 1988.

27. Prior to road and drainage works being accepted on maintenance by Council, all works incorporated in the approved engineering drawings must be completed to the satisfaction of the development engineer and a refundable maintenance bond of 5% of the value of the construction works must be lodged with council to be held for a period of three (3) months.

28. Prior to works being accepted off maintenance and bonds are refunded by Council, as constructed drawings must be submitted to council in the form of 'dxf' files and 'D-Spec' for drainage infrastructure.

Yarra Valley Water

29. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.

30. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

31. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of recycled water.

Country Fire Authority

32. Operable hydrants, above or below ground must be provided to the satisfaction of CFA. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of the lots) must be 120m and hydrants must be no more than 200m apart. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the Country Fire Authority web site (www.cfa.vic.gov.au)

33. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

34. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 metres. Dips must have no more than a 1in 8 (12%) (7.1 degrees) entry and exit angle.

DocuSign Envelope ID: 56276C77-3DDF-4C3A-AF54-AD4ECD02D45B

SP AusNet

35. The plan of subdivision submitted for certification must be referred to Ausnet Electricity Pty Ltd in accordance with Section 8 of the Subdivision Act 1988.

36. The applicant must:

a) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
b) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
c) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
d) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
e) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
f) Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
g) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
h) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
i) Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
k) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D458

Telecommunications

37. The owner of the land must enter into an agreement with:

- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

APA Group

38. Easements in favour of Australian Gas Networks (VIC) Pty Ltd must be created on the plan to the satisfaction of APT.

39. The plan of subdivision for certification must be referred to APT O&M Services Pty Ltd.

Time condition

40. This permit will expire if:

a) The plan of subdivision for the first stage is not certified within 2 years of the date of this permit;
b) The plan of subdivision for any subsequent stage is not certified within 2 years of the date of certification of the previous stage of the subdivision; or
c) The registration of any stage of the subdivision is not completed within 5 years of the date of certification of the plans of subdivision.

The Responsible Authority may extend the time if a request is made in writing in accordance with Section 69 of the Planning and Environment Act 1987.

Date permit issued: 27 July 2010
Date permit amended: 10 April 2018

Signature for the Responsible Authority:

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

MITCHELL SHIRE COUNCIL

PLANNING PERMIT (AMENDED)

Permit Number: **P306185/10**
Planning Scheme: Mitchell Planning Scheme
Responsible Authority: Mitchell Shire Council

Notes: **Yarra Valley Water:** Should you have any queries regarding Yarra Valley Water conditions, this authority can be contacted on (03) 9872 1465. To assist this authority in handling any enquiries, please quote the reference number 321972 or email easyaccess@yvw.com.au

Notes: **Melbourne Water:** If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 211214.

Notes: **CFA:** Should you have any queries regarding CFA conditions, this authority can be contacted on 8746 1410. To assist this authority in handling any enquiries, please quote the reference number 14000-644811-655983.

Notes: **AUSNET Electricity:** Should you have any queries regarding AUSNET Electricity conditions, this authority can be contacted on 9237 4447. To assist this authority in handling any enquiries, please quote the reference number 74267584. Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing. Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

Date of amendment	Brief description of amendment
15 July 2016	This permit has been amended as follows: • Conditions 37 and 38 have been amended.
10 April 2018	This permit has been amended as follows: • Condition 1 and 5 have been deleted. • Conditions 2, 3, 4, and 6 have been amended • Addition of Condition 3.1. • Condition 37 has changed in title. • Addition of conditions 38 and 39. • Addition of titles to conditions and title changes.

Date permit issued: 27 July 2010
Date permit amended: 10 April 2018

Signature for the Responsible Authority: _____

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D458

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act* 1987)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act* 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from:
  - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - ii. the date on which it was issued, in any other case.

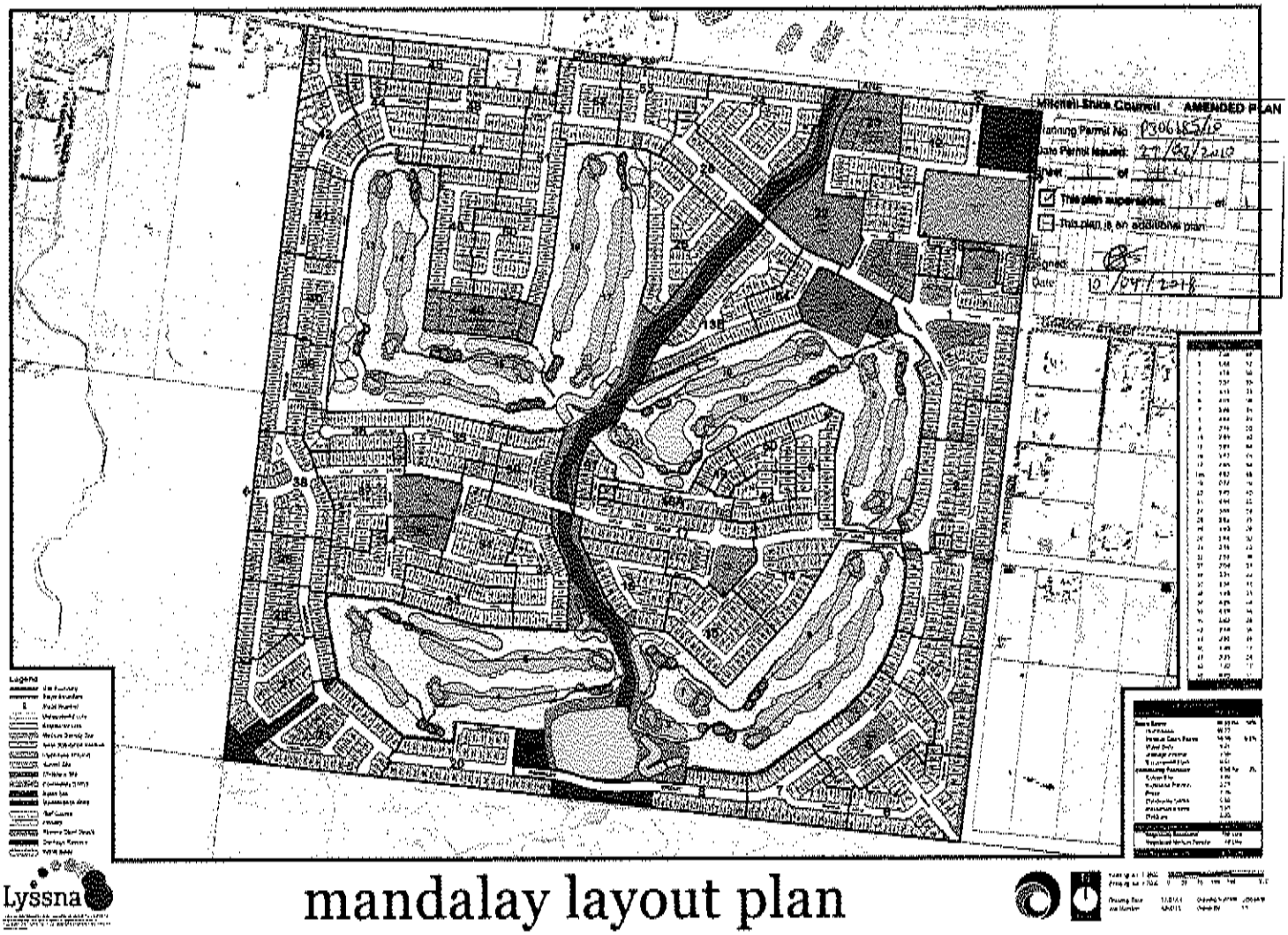
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation
   - within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act* 1988.
2. A permit for the use of land expires if:
   - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
   - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
   - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act* 1988, unless the permit contains a different provision:
   - the use or development of any stage is to be taken to have started when the plan is certified; and
   - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

DocuSign Envelope ID: 5527GC77-3DDF-4C2A-AF84-AD45CD02D46B



mandalay layout plan

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D458

Mandalay Planning Permit Register

Permit No.	Date Issued	Expiry condition	Relates to:	Permit Allows:
PLB070/06.03	25-May-07	This permit will expire if either of the following circumstances applies: a) The Plan of Subdivision is not certified within two (2) years of the issue date of the permit; or b) The subdivision is not completed within five (5) years of the date of certification of the Plan of Subdivision.	Stage 1	Staged subdivision of the land, approval of building envelopes for the purpose of Regulation 402 of the Building Regulations 2006, the removal of native vegetation from the land, the undertaking of works including landscaping, road and driveway construction and the installation of utility services all in accordance with the endorsed plans.
PL0299/06.02	22-Aug-07	This permit will expire if either of the following circumstances applies: a) The Plan of Subdivision is not certified within two years of the issue date of this permit; or b) The subdivision is not completed within five years of the date of certification of the Plan of Subdivision.	Stage 2	Staged subdivision of the land, approval of building envelopes for the purpose of Regulation 402 of the Building Regulations 2006, the removal of native vegetation from the land, the undertaking of works including landscaping, road and driveway construction and the installation of utility services all in accordance with the endorsed plans.
P305102/08	22-Apr-08	This permit will expire if one of the following circumstances applies: a) The development is not started within two years of the date of this permit; or b) The development is not completed within four years of the date of this permit	Golf course holes 1 & 9	For works (earthworks) within a Salinity Management Overlay in accordance with the endorsed plans
P305374/08.01	28-Aug-08	This permit will expire if the development hereby permitted is either: a) Not commenced within two (2) years from the date hereof; or b) Not completed within four (4) years from the date hereof.	Sculpture	For buildings and works for a sculpture in association with informal outdoor recreation in accordance with the endorsed plans
P305548/08	17 Mar 09	This permit shall expire if the use is not commenced within two years from the date of this permit. The Responsible Authority may extend the period if a request is made in writing prior to the expiry of the period or within three months afterwards	Display village	For use as a display village and construction of associated car parking (more [3] spaces) in accordance with the endorsed plans
P305749/08.01	11 Mar 09	This permit will expire if one of the following circumstances applies: a) The development is not started within two (2) years of the date of this permit; or b) The development is not completed within four (4) years of the date of this permit	Golf course holes 3-8 and 10-18	To construct works (golf course and tee facility) in accordance with the endorsed plans.
P305763/08	18-Sep-09	This permit will expire fifteen years from the date of this permit. The Responsible Authority may extend the permit if a request is made in writing prior to expiry of the permit or within three months afterwards	Display village signage	To erect signage in accordance with the endorsed plans
P305885/09	9-Oct-09	This permit will expire if either of the following circumstances applies: a) The plan of subdivision is not certified within two years of the issue date of this permit; or b) the statement of compliance is not lodged at the titles office within five years of the date of certification of the plan of subdivision	Stage 3	To subdivide the land into 39 lots in accordance with the endorsed plans.
P305915/09	9-Dec-09	The planning permit will expire if either of the following circumstances applies: a) the plan of subdivision is not certified within two years of the issue date of the permit; or b) the statement of compliance is not lodged at the titles offices within five years of the date of certification of the plan of subdivision	Stages 4-8	To subdivide the land into 157 lots in stages and to remove vegetation (Stages 4-8) in accordance with the endorsed plans.
P306185/10 P306185/10.01 (extended)	27-Jul-10 15-July-16	The planning permit will expire if either of the following circumstances applies: a) the plan of subdivision is not certified within two years of the issue date of this permit; or b) the statement of compliance is not lodged at the titles offices within five years of the date of certification of the plan of subdivision	Golf Island Precinct Stages 14-19	To subdivide the land into 248 lots in stages in accordance with the endorsed plans
P306185/10.02 (amended)	10-Apr-14		Golf Island Precinct Stages 14-19, 60, 61,63	Multi-lot Staged Residential Subdivision
P306244/10 P306244/10.04 (amended)	19-May-11 15-Jul-15	The planning permit will expire if either of the following circumstances applies: a) the plan of subdivision is not certified within two years of the issue date of this permit; or b) the statement of compliance is not lodged at the titles offices within five years of the date of certification of the plan of subdivision	Balance of estate	Staged residential subdivision in accordance with the endorsed plans
P306244/10.05 (amended)	13-Apr-16		Balance of estate	Staged residential subdivision in accordance with the endorsed plans

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

Mandalay

Design Guidelines
October 2019

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

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

1.0 INTRODUCTION

1.1 The Mandalay Vision

Mandalay represents the future of community living in the northern suburbs. Residents benefit from a well-planned community that provides a number of lifestyle opportunities centered around a Peter Thomson Signature golf course and a community hub that boasts 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.

Applications to obtain the Developer's approval are done so via our website: www.mandalayliving.com.au/builder-portal. Information pertaining to the application process can be found on this portal and this is where you or your builder will submit drawings and information.

The Submission must include the following in 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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

- Schedule of colours and materials to be used externally – provide colour chips or a colour photocopy for reviewing by the M.D.R.

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.

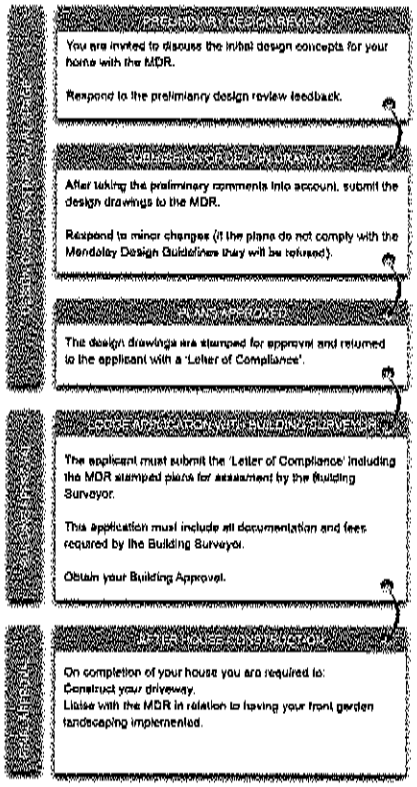


Figure 1.1 Design and Approval Process Flow Chart.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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 Memorandum of Common Provisions). 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

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

- 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.

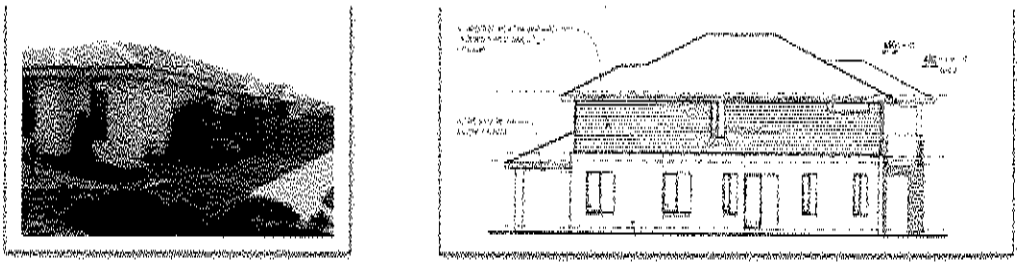


Figure 2.2 Examples of encouraged treatments on corner allotments

2.3 Front Setbacks

LOT SIZE M²	MINIMUM habitable FLOOR AREA M2 (excludes garages, carports, porches, porticos, verandahs, alfresco areas)	FRONT SET BACK
<300m	120m² (12.90sq)	A minimum of 3.0m and a maximum of 3.5m from the front boundary.
300m² - 450m²	120m² (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.
451m² – 600m²	150m² (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 600m²	180m² (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.

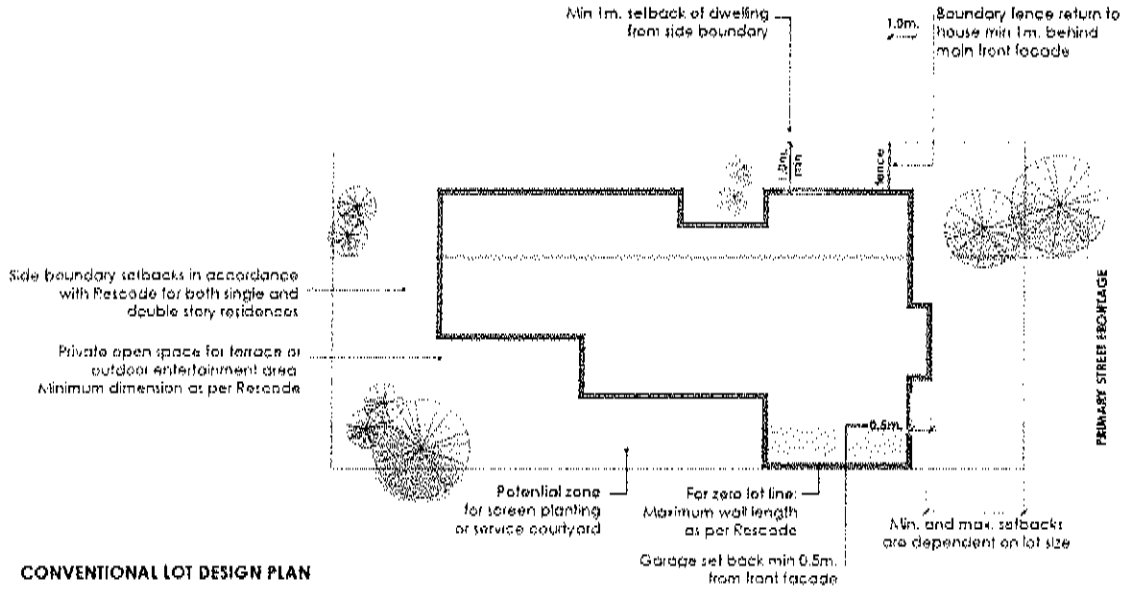


Figure 2.3

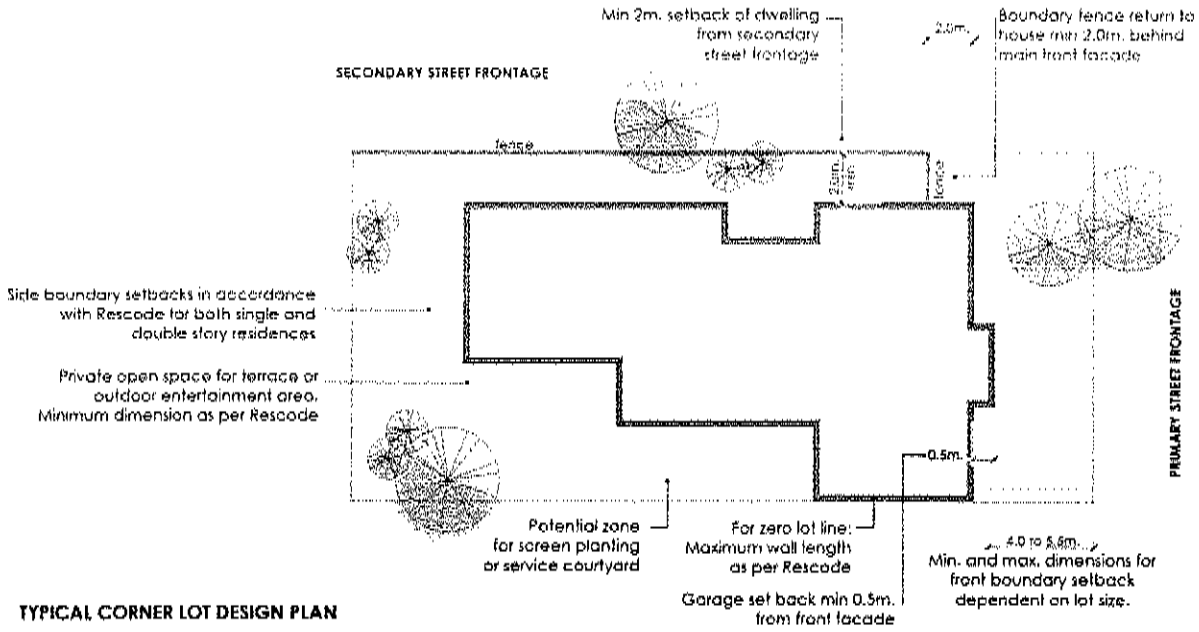


Figure 2.4

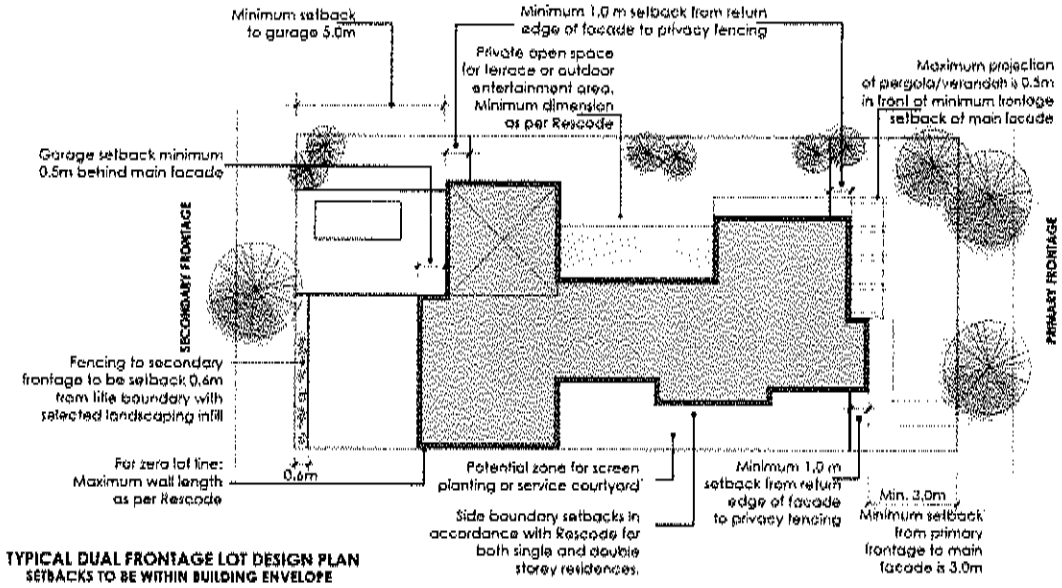


Figure 2.5

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.

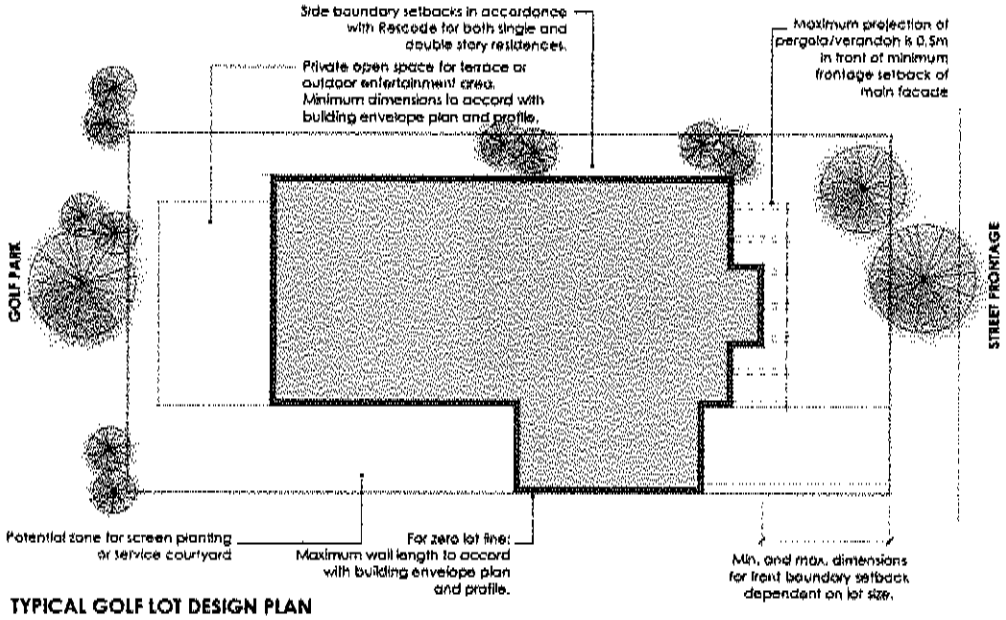


Figure 2.5a

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

3.0 DWELLING DESIGN

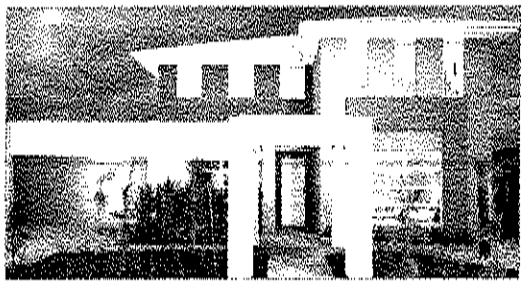






Figure 3.1 Examples of preferred dwelling types

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.
- Habitable windows may be constructed within the Overlooking Zone but only where appropriate screening or frosting of glass is utilised to ensure privacy is maintained for each lot and dwelling.
- 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

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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 from a mixture 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.

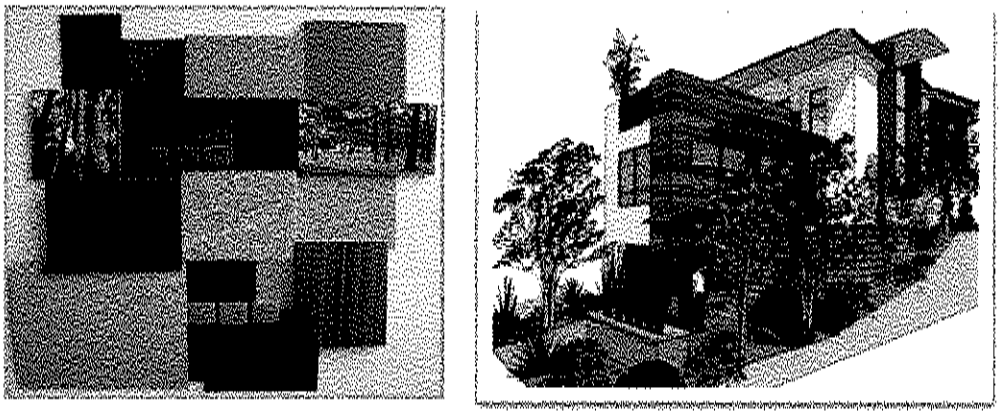


Figure 3.2 Examples of preferred external colours, materials and finishes.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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.

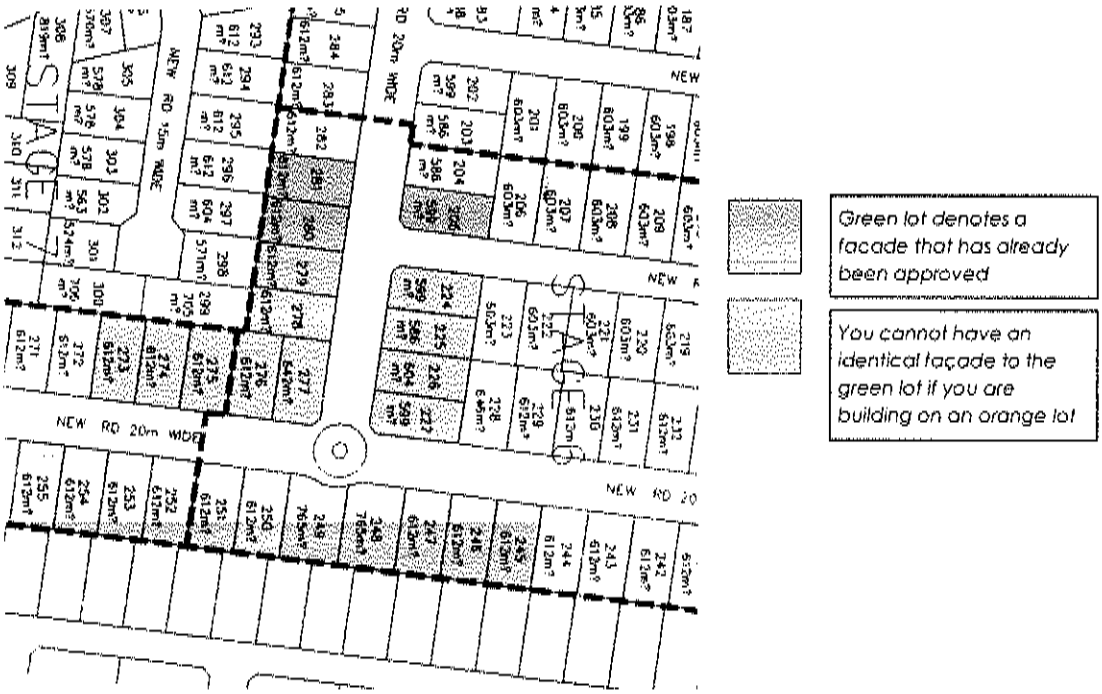


Figure 3.3 Facade Assessment

3.4 Environmentally Sustainable Design

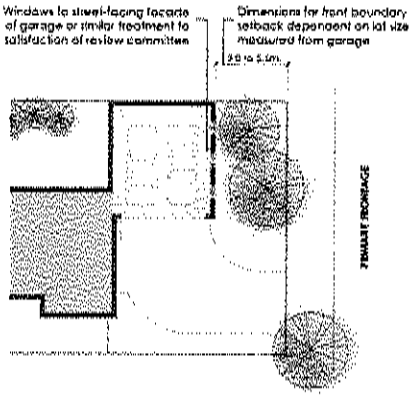
This development encourages good environmental design as it positively contributes to the reduction of greenhouse gases, biodiversity, conservation and water cycle management and we encourage good environmentally sustainable design. Mandalay has been designed with a "Third Pipe" recycled water network 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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

- The garage or carport must be constructed at the same time as the dwelling.
- Garages or carports located on the primary street frontage must be located either on the side boundary or within 1.5 metres of that side boundary unless otherwise noted or approved to vary this guideline by the M.D.R.
- Garages or carports located on the primary street frontage of a corner lot (excluding a dual frontage lot) must also be located a minimum of 0.5 metres behind the primary frontage façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- Where garages or carports are located on the secondary street frontage of a corner lot (unless otherwise shown on the plan of subdivision), they must be Setback 5.0 metres from that secondary street boundary and located on or within 1.5 metres of the rear boundary.
- Swing in garages or carports may be permitted subject to special consideration by the M.D.R. The standard front setbacks will still apply. All garage or carport walls addressing primary street frontage must be designed to address the said street frontage, i.e. with the inclusion of windows, first floor construction directly over, building articulation, combined roof forms and material finishes that compliment the adjoining dwelling. (Refer Figure 3.4)
- Unenclosed sides of garages or carports are not permitted to face a street frontage but may be located behind garages and residences. The M.D.R. reserves the right to limit the area of an unenclosed garage or carport under roof.
- Garage or carport design must match or complement the home in respect to materials, roof pitch, design, colour, external appearance and quality of construction.
- Individual garage doors shall not be more than 6 metres in width. Roller doors are not permitted.
- The garage or carport must be capable of accommodating a minimum of two vehicles. Golf carts must be parked in a garage, carport or a specific storage area to ensure that the cart is out of public view whenever not being used.
- 3 car garages will be assessed on their merits; and should be integrated into the body of the dwelling, with a door of not more than 5M to the double car accommodation incorporating an additional single door to the single garage element and setback a minimum of 500mm from the face of the adjacent garage.



SWING IN GARAGE LOT DESIGN PLAN

Figure 3.5

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

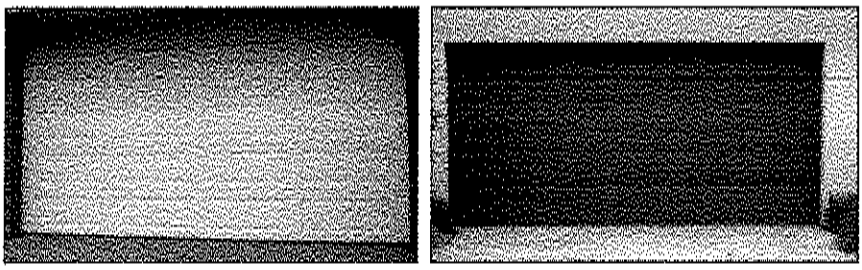


Figure 3.5a Examples of approved garage doors.

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.

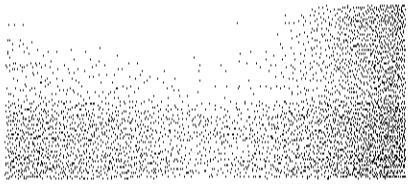
The incorporation of cart storage and vehicle parking as part of the garage design is recommended. Cart dimensions will vary between manufactures.

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

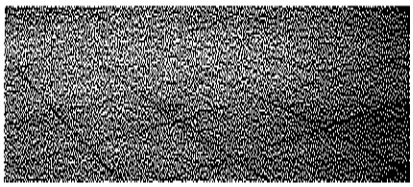


Figure 3.6 Examples of approved driveway finishes.

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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

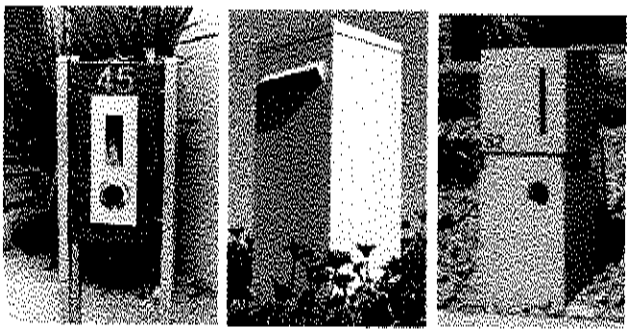


Figure 3.7 Examples of approved letterboxes.

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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

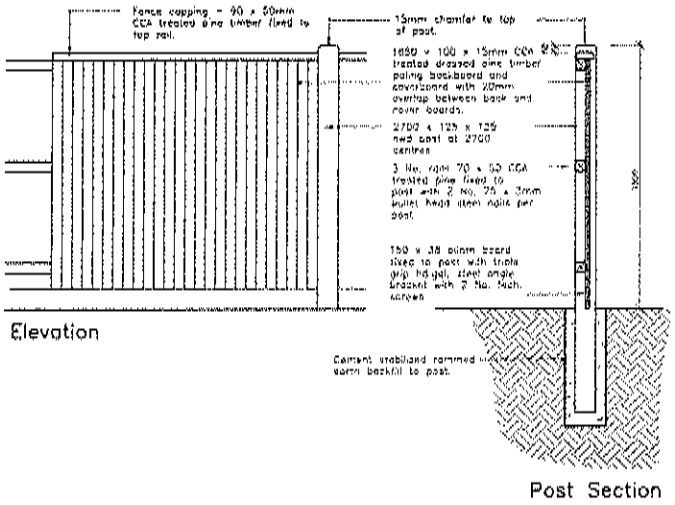


Figure 4.2 typical side & rear fencing

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.

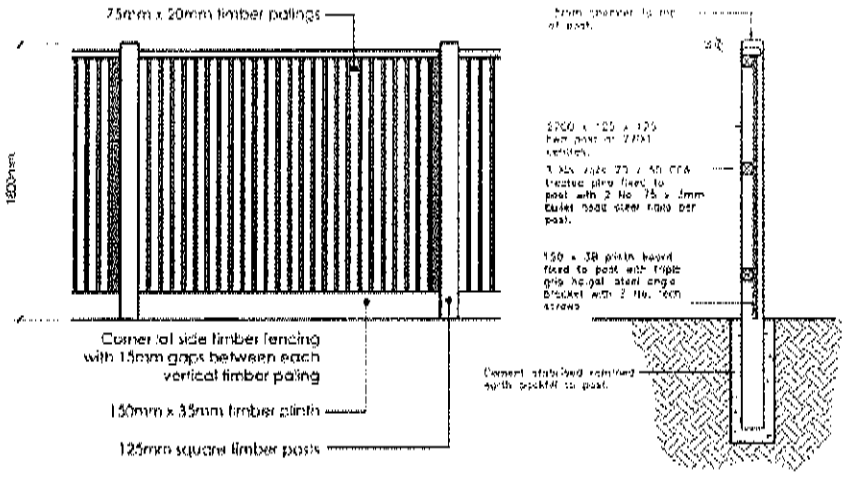
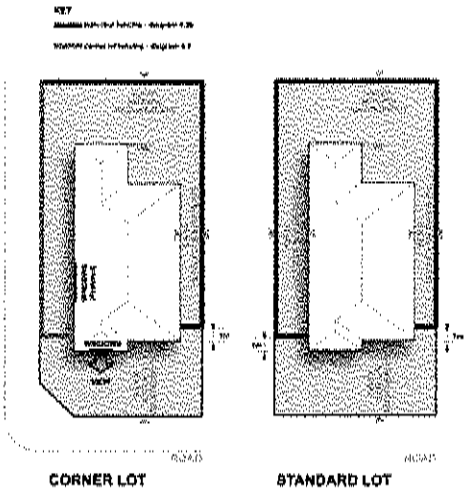


Figure 4.3 corner lot fencing

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B



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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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 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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

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 windows 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.

DocuSign Envelope ID: 55276C77-3DDF-4C3A-AF54-AD4ECD02D45B

- 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 Landscape contractor once you have received your Certificate for Occupancy from Council.

- The Landscape Contractor can be contacted as per the below:
    - **Parkside Landscapes & Irrigation**
      Steve Xuereb – Managing Director
      (m) 0412 629 285 or
      (e) parkside@live.com.au
- The Landscape contractor will meet with you to go over the available options and tailor them to be more specific to your tastes.
- Once 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.

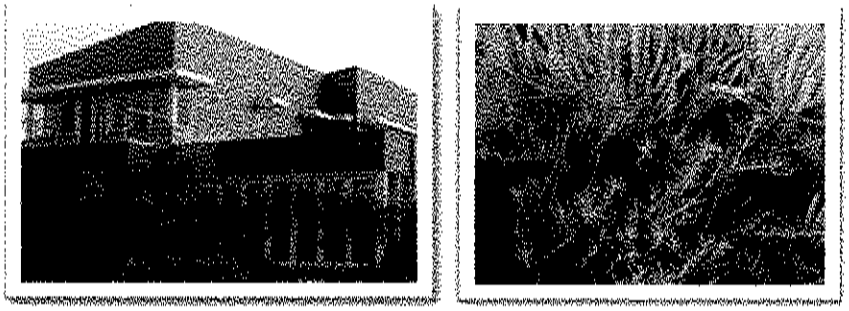


Figure 7.0 encouraged landscape elements

Form 2
BUILDING PERMIT
Building Act 1993
Building Regulations 2018
Regulation 37(1)

Building Permit Nº: 3079992400518
Vic Permits Ref Nº: 21419

Issued To (Serving of Documents)

Owner(s)/Agent of Owner	**Gallery Homes Pty Ltd**		
ACN/ARBN	**151 101 914**		
Address	**4 Chancery Road, Werribee VIC**	Post Code	**3030**
Contact Person	**Helen Callaghan**	Telephone	**03 8754 9822**
Email	**adminvic@gallerygroup.com.au**		

Ownership Details

Owner(s)	**Augustine Australian Holdings Pty Ltd T/A The Augustine Australian Holdings Unit Trust**		
ACN/ARBN	**645 671 049**		
Address	**16 Terry Close, Narre Warren VIC**	Post Code	**3084**
Contact Person	**David Francesco Montanari**	Telephone	**0402 847 552**
Email	**Acmonta5@gmail.com**		

Property Details

Project Description	**Construction of Single Storey Dwelling and Associated Garage**						
Address	**Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753**						
Lot/s	**4124**	PS	**617320S**	Volume	**12277**	Folio	**614**
Crown Allotment	**69,71 (Part)**	Section	**14**	Parish	**Merriang**	County	**Beveridge**
Municipal District	**Mitchell Shire Council**						

Builder

Name	**Gallery Homes Pty Ltd**		
ACN/ARBN	**151 101 914**		
Building Practitioner Reg No.	**CDB-U 53131**	Telephone	**03 8754 9822**
Address	**4 Chancery Road, Werribee VIC**	Post Code	**3030**
Email	**adminvic@gallerygroup.com.au**		

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

Natural Person for Service of Directions, Notices and Orders (if builder is a body corporate)

Name	**Samuel Barnett**	Telephone	**0424 199 883**
Address	**PO Box 855, Sanctuary Cove QLD**	Post Code	**4212**

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Gallery Homes Pty Ltd	**Domestic Builder – Unlimited (Company)**	**CDB-U 53131**
Rajeev Nair	**Engineer – Civil**	**EC 63394**

Details of Domestic Building Work Insurance

Name of Builder	**Gallery Homes Pty Ltd**	Policy Number	**C601355**
Name of Issuer or Provider	**HIA Insurance Services Pty Ltd**	Policy Cover	**$300,000.00**

Details of Relevant Planning Permit

Planning Permit No.	**N/A**	Date of Grant of Planning Permit	**N/A**

Nature of Building Work - **Construction of a New Building**

Building Classification

Part of Building	**Detached Dwelling**	NCC Classification	**1a(a)**
Part of Building	**Garage**	NCC Classification	**10a**

Building Details

Stage of Building Work Permitted	**To Completion of Works**		
Total Floor Area of New Building Work	**202.59m²**	Ownership	**Private**
Allotment Area	**400m²**	Storeys Contained	**1**
Floor Material	**Concrete**	Rise in Storeys (Class 2-9)	**N/A**
Roof Cladding Material	**Tiles**	Effective Height (Class 2-9)	**N/A**
Frame Material	**Timber**	Type of Construction (Class 2-9)	**N/A**
External Wall Material	**Brick**	No of Existing Dwellings	**N/A**
Total Value of Building Work	**$277,300.00**	No of Dwellings Demolished	**N/A**
Cost of Building Work for this Stage	**$277,300.00**	No of New Dwellings	**1**
Cost of Building Work for previous Stages	**N/A**	Building Levy Applicable to this Permit	**$354.94**
Cladding Rectification Levy Applicable	**N/A**	Version of NCC Applicable to Permit	**2019**

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On/Consented To	Regulation No.
Mitchell Shire Council	Point of discharge of storm water	Regulation 133

Protection Work

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

Mandatory Inspection Requirements for Construction or Alteration of a Building

The mandatory inspection notification stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for inspection bookings.

- **Prior to placing a footing (e.g. foundation/pre slab);**
- **Prior to pouring all in situ reinforced concrete (e.g. slab steel, columns, beams, retaining wall etc.);**
- **Completion of framework (steel, timber etc.); and**
- **Final, upon completion of all building work**

Occupation or Use of Building

- **An occupancy permit is required prior to the occupation or use of this building.**
- **If an occupancy permit is required, the permit is required for the whole of the building to which the building work is carried out.**

Commencement & Completion

This building work must commence by: **29 April 2022**

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

This building work must be completed by: **29 April 2023**

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

Conditions of Building Permit
Refer to Annexure B for a list of conditions which apply to this Building Permit.

Relevant Building Surveyor

Building Surveyor Name	**Michael Tabone**
Company Name	**VIC Permits Pty Ltd**
Building Practitioner Registration No.	**CBS-U 56321**
Address	**PO Box 24222** **Melbourne VIC 3001**
Email	**info@vicpermits.com.au**
Signature	
Date of Issue of Permit	**29 April 2021**

Annexures

Annexure A	Approved Documents
Annexure B	Permit Conditions
Annexure C	Relevant Building Surveyor's Notes

ANNEXURE A
APPROVED DOCUMENTS

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753**

Building Permit No: **3079992400518**

Vic Permits Ref No: **21419**

Documents forming part of this Building Permit approval are listed below. A copy of the approved stamped plans is to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Document	Prepared/Issued By	Ref No.	Drawing No.	Dated
Architectural Drawings	Gallery Homes	4124MDBV	0.00-0.02, 1.00-1.13, 2.01-2.03, 3.01-3.03, 4.01,5.01 (Rev 3)	13/04/21
Structural Drawings	Intrax Housing	160977	S00-08 (Rev 01)	08/04/21
Geotechnical/Soil Report	Intrax Housing	160977	1-15	23/03/21
Cert of Compliance – Design	Intrax Housing	N/A	N/A	14/04/21
Certificate of Title	**Volume** 12277	**Folio** 614		
Building Permit Application	N/A	N/A	N/A	07/04/21
Settlement Letter	Blaak and Huynh Lawyers	N/A	N/A	24/02/21
Letter of Appointment	N/A	N/A	N/A	06/12/20
Company Owner Confirmation	ASIC	N/A	N/A	08/04/21
Registered Practitioner Evidence	VBA	N/A	N/A	N/A
Domestic Building Work Insurance	HIA Insurance Services	C601355	N/A	23/04/21
Domestic Building Contract	Gallery Homes	N/A	N/A	30/11/20
Property Report	Mitchell Shire Council	28524/21	N/A	11/03/21
Legal Point of Discharge – Reg 133	Mitchell Shire Council	28524/21	N/A	16/03/21
Flooding Certificate	Melbourne Water	1206199	N/A	13/04/21
Sewer Depth and Offset	Yarra Valley Water	5246610	N/A	05/03/21
Developers Approval	Mandalay	N/A	1-17	29/03/21
Energy Rating Report	Mustafa Guler	ELYMDMA4LG	1-17	20/02/21
Feature Survey	Intrax Housing	160977	N/A	09/02/21

ANNEXURE B
PERMIT CONDITIONS

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753**

Building Permit No: **3079992400518**

Vic Permits Ref No: **21419**

The following conditions form part of this Building Permit Approval, READ THEM CAREFULLY.
It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.

BUILDING REGULATIONS 2018

1. Protection of Adjoining Property (Regulation 111)
No portion of building works to encroach allotment boundaries. If access is required from the adjoining lots Vic Permits is to be notified as protection work notices may be required to be served on the effected adjoining neighbour prior to works proceeding on site.

2. Designated Bushfire Prone Areas – BAL 12.5 (Regulation 155-157)
The allotment has been designated as being within a Bushfire Prone Area by the Minister for Planning and requires a minimum BAL 12.5 rating be applied to this site.

The proposed works has been determined as having a Bushfire Attack Level of BAL LOW/12.5, and in accordance with Regulation 155-157, the proposed works must be constructed to withstand Ember/Flame Attack and is to achieve a BAL of 12.5 rating in accordance with sections 3 & 5 of AS3959 and Part 3.10.5 of the NCC.

3. Protection of the Public (Regulation 116)
The builder or owner acting as a builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. The builder or owner acting as a builder must ensure precautions or works are not carried out beyond the street alignment without prior consent and report from the relevant council. The relevant building surveyor must approve the precautions prior to the commencement of the building works.

4. Wall Along Boundary (Regulation 80)
Proposed walls along boundaries must be constructed to have a maximum average height of 3.2m above natural ground level. Wall height is measured from the highest part of the outer wall, gutter or roof covering, whichever is higher and measured down to the natural ground level prior to site cut or fill.

5. Commencement and Completion of Building Work (Regulation 53-54)
Pursuant to Regulation 53, the building work must commence within 12 months of the date of issue of the building permit.

Pursuant to Regulation 54, the building work must be completed within 24 months after the date of issue of the building permit (Class 1 or 10 building); or in case of a swimming pool or spa or any associated barrier or safety equipment, within 6 months after the building work commences; or in any other case, within 36 months of the date of issue of the building permit.

NATIONAL CONSTRUCTION CODE 2019 - VOLUME 2

6. Roof Truss/Floor Joist Design and Timber Framing (Part 3.4.3)
The design of roof trusses and floor joist layout, their configuration and position shall be prepared using recognised design packages and details to be submitted prior to frame inspection.

All timber framing to comply with AS1684.

7. Smoke Alarms (Part 3.7.5)
Smoke alarms to comply with AS3786 and be interconnected and hard wired to mains power.

8. Glazing (Part 3.6)
All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.

9. Stairway and Ramp Construction (Part 3.9.1)
Stair flight riser heights to steps to be constructed between 115-190mm and going lengths for treads to be between 240-355mm. Landings must be provided where the sill of a threshold of a door opens on to a stair that provided a change in floor level or floor to ground level greater than 3 risers or 570mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Figure 3.9.1.2 of the NCC. Non-slip finishes to be provided to all steps, ramps and landings. Treads and nosing strips must have a slip-resistance classification not less than that listed in Table 3.9.1.3 when tested in accordance with AS4586.

10. Construction of Sanitary Compartments (Part 3.8.3.3)
Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.

11. Wet Areas and External Waterproofing (Part 3.8.1)
Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740. Balconies to be waterproofed in accordance with AS4654.1 and AS4654.2, and other external surfaces to grade away from building and be provided with sufficient drainage.

12. Termite Risk Management (Part 3.1.4)
Adequate termite protection is to be installed in accordance with AS3660.1, AS3660.3 and the requirements of Part 3.1.3.3 and 3.1.3.4 of the NCC.

13. Ventilation (Part 3.8.5)
Exhaust Fans from sanitary compartments must be vented either directly through posi-struts to an external wall or up to a vented roof space.

14. Artificial Lighting (Part 3.8.4.3)
The lamp power density or illumination must not exceed 5W/m^2 to dwelling, 4W/m^2 to verandah or balcony and 3W/m^2 to garage with confirmation provided upon completion of works.

15. Fire Separation (Part 3.7.4)
External walls within 900mm of the title boundary are required to have a minimum 1-hour fire rating. Prior to installation the proposed system is to be submitted to the Relevant Building Surveyor for approval.

16. External Wall Cladding System (Part 3.5.4)
Accredited external wall cladding must be installed strictly in accordance with manufacturer's installation manual. Prior to issue of the Occupancy Permit a certificate is to be provided from the installer/builder confirming installation has been carried out in accordance with manufacturer's specifications. Ensure external wall cladding manufacturer's specifications have been provided to the relevant building surveyor for review and approval prior to installation.

GENERAL

17. Allotment Boundaries
No portion of building works to encroach allotment boundaries.

18. Planning Advice
No building works must commence on site until Vic Permits has received council planning advice certificate.

ANNEXURE C
RELEVANT BUILDING SURVEYORS NOTES

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753**

Building Permit No: **3079992400518**

Vic Permits Ref No: **21419**

GENERAL

Inspection Notification Procedure
Building inspections are to be arranged with the Relevant Building Surveyor. Generally, inspections are carried out within 24–48 hours' notification; however, this must be arranged with a minimum of 48 hours' notice in advance.

Termites
This site is subject to termite infestation. Ensure termite management system is provided in accordance with AS3660.1

Other Fees and Permits
All additional permits required by Mitchell Shire Council shall be obtained, and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, etc).

Covenants and 173 Agreements
It is the responsibility of the owner/builder to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.

BUILDING ACT 1993

Building Practitioners (Section 24A)
The working drawings have been prepared by Gallery Homes Pty Ltd acting as the builder. Therefore, the builder has taken responsibility for the drawings.

Increase of Cost of Building Work (Section 205KA)
It is the responsibility of the owner/agent of owner to notify the Victorian Building Authority (VBA) if the cost of building work is higher than the initial value of building work stipulated. Where this is the case an additional levy may be payable direct to the VBA. This notification must be provided to the VBA within 28 days of becoming aware of the increased cost.

BUILDING REGULATIONS 2018

Provision and Display of Permit Information (Regulation 41)
The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

FORM 16
OCCUPANCY PERMIT
Building Act 1993
Building Regulations 2018
Regulation 192

Occupancy Permit Ref Nº: 21419

This occupancy permit must be displayed in the following approved location:
N/A

Property Details

Project Description	**Construction of Single Storey Dwelling and Associated Garage**						
Address	**Lot 4124, 318 Mandalay Circuit, Beveridge VIC 3753**						
Lot/s	**4124**	PS	**617320S**	Volume	**12277**	Folio	**614**
Crown Allotment	**69,71 (Part)**	Section	**14**	Parish	**Merriang**	County	**Beveridge**
Municipal District	**Mitchell Shire Council**						

Building Permit Details

Building Permit No.	**3079992400518**
Version of NCC applicable to building permit	**2019**

Building Details (Class 1 & 10)

Part of Building	Use	NCC Class	Allowable Floor Loading	Max No. of People to be Accommodated
Ground Floor	**Detached Dwelling**	**1a(a)**	**1.5kPa**	**N/A**
Ground Floor	**Garage**	**10a**	**2.5kPa**	**N/A**

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

Reporting Authority	Matter Reported On/Consented To	Regulation No.
Mitchell Shire Council	Point of discharge of storm water	Regulation 133

Conditions
This permit is subject to the following conditions:

1. Termite Management:
   Adequate termite protection has been installed in accordance with AS3660.1, AS3660.3 and the requirements of Part 3.1.3.3 and 3.1.3.4 of the NCC. It is the owner's responsibility to ensure appropriate follow up treatment is completed.

Mandatory Inspection Stages

Date of Foundation Inspection:	**30/06/2021**
Date of Reinforcement Inspection:	**07/07/2021**
Date of Frame Inspection:	**20/07/2021, 05/08/2021**
Date of Final Inspection:	**04/04/2022, 21/04/2022**

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

Relevant Building Surveyor

Building Surveyor Name	**Michael Tabone**
Company Name	**VIC Permits Pty Ltd**
Building Practitioner Registration No.	**CBS-U 56321**
Address	**PO Box 24222** **Melbourne VIC 3001**
Email	**info@vicpermits.com.au**
Signature	
Date of Issue	**9 May 2022**

H&B Real Estate
A5/460 Victoria Street,
Brunswick, VIC 3056

E: leasing@handbrealestate.com.au
ABN: 58532916678

Residential Rental Agreement

for

318 Mandalay Circuit, Beveridge VIC 3753

This agreement is between **Augustine Australian Holdings Pty Ltd** and **Rebecca Santalucia, Tony Santalucia**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2025. No unauthorised use or copying permitted. All rights reserved.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Tue 26/08/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

318 Mandalay Circuit, Beveridge VIC **Postcode** 3753

3. Rental provider details

Full name or company name of rental provider	Augustine Australian Holdings Pty Ltd
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	H&B Real Estate
Address	A5/460 Victoria Street, Brunswick, VIC **Postcode** 3056
Phone number	
ACN (if applicable)	162 841 063
Email address	leasing@handbrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**	Rebecca Santalucia
Current Address:	**Postcode**
Phone number:	04xxxxxxxx
Email:	xxxxx@xxxxx.com
Full name of **renter 2**	Tony Santalucia
Current Address:	**Postcode**
Phone number:	04xxxxxxxx
Email:	xxxxx@xxxxx.com
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Wed 27/08/2025 (this is the date the agreement starts and you may move in)

End date: Wed 26/08/2026

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

6. Rent

Rent amount($) (payable in advance)	1956.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	27th day of each month
Date first rent payment due	Wed 27/08/2025

---

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	1956
Date bond payment due	Wed 27/08/2025

Part B – Standard terms

---

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☑ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	808206
Account:	103966255
Account name:	Rebecca Santalucia
Bank Reference:	Rebecca Santalucia

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes leasing@handbrealestate.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes Rebecca Santalucia: xxxxx@xxxxx.com

☐ No

Renter 2 ☑ Yes Tony Santalucia: xxxxx@xxxxx.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	Property Management
Emergency phone number	(03) 9087 6188
Emergency email address	maintenance@handbrealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- ☐ No
- ☑ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- ☐ The condition report has been provided
- ☑ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

---

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

---

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

1. In the event that the Fire Brigade is called to the property, the renter will be responsible for their bill, if such call is deemed "false alarm".

2. Smoking is not permitted inside the property.

   Property (incl carpets, windows inside and out, air cond filters, exhaust fans, etc) must be kept clean during the tenancy and must be professionally cleaned at the end of the tenancy.

   Front and back gardens must be well maintained at all times (where applicable)

   Tenants are responsible for any damage caused by a pet.

   Break of lease incurs the following fees to be paid upfront: $550 marketing and 2.5 weeks' + GST letting fee. Tenant must continue to pay rent until a new tenant moves into the property.

   A tenant transfer incurs a $330 flat fee.

   Other adjustments incur an administration fee (incl. pet request forms) of $220.

Privacy Collection Notice

As professional property managers **H&B Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on:

Primary Purpose

As professional property managers, **H&B Real Estate** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **H&B Real Estate** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

H&B Real Estate also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **H&B Real Estate** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **H&B Real Estate** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **H&B Real Estate** privacy policy can be viewed without charge on the **H&B Real Estate** website; or contact your local **H&B Real Estate** office and we will send or email you a free copy.

Disclaimer

H&B Real Estate its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **H&B Real Estate** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Tim Oldenburg** on behalf of **Augustine Australian Holdings Pty Ltd** (Rental Provider)

Tim Oldenburg

Signed at Tue, 26/08/2025 14:40

Renter(s)

Renter 1: **Rebecca Santalucia**

Rebecca Santalucia

Signed at Tue, 26/08/2025 14:54

Renter 2: **Tony Santalucia**

Tony Santalucia

Signed at Tue, 26/08/2025 14:56

AUDIT TRAIL

Tim Oldenburg (Rental Provider's Agent)

Tue, 26/08/2025 14:40 - Tim Oldenburg submitted the Residential Rental Agreement

Rebecca Santalucia (Renter)

Tue, 26/08/2025 14:52 - Rebecca Santalucia clicked 'start' button to view the Residential Rental Agreement
Tue, 26/08/2025 14:54 - Rebecca Santalucia stamped saved signature the Residential Rental Agreement
Tue, 26/08/2025 14:54 - Rebecca Santalucia submitted the Residential Rental Agreement

Tony Santalucia (Renter)

Tue, 26/08/2025 14:55 - Tony Santalucia clicked 'start' button to view the Residential Rental Agreement
Tue, 26/08/2025 14:56 - Tony Santalucia stamped saved signature the Residential Rental Agreement
Tue, 26/08/2025 14:56 - Tony Santalucia submitted the Residential Rental Agreement

AGREEMENT END