



Contract of Sale of Land

**Property: 11 Poets Mews, Beveridge VIC
3753**

**PO Box 1125
Craigieburn Vic 3064
Ph: 0488 448 297**

**Email: info@completehomeconveyancing.com.au
Website: www.completehomeconveyancing.com.au**

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Peter Bole and Mimma Bole

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

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

Vendor

Name: Peter Bole and Mimma Bole

Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing
Address: PO Box 1125, Craigieburn VIC 3064
Email: info@completehomeconveyancing.com.au
Mob: 0488 448 297 Ref: LW:2025/1422

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	11274	Folio	738	188	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: 11 Poets Mews, Beveridge VIC 3753

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

Special Condition 1 – Vendor Warranties

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

Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

14. PAYMENT

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

Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

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

Special Condition 4 – Building and Pest Inspection

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

Special Condition 5 – Subject to Finance

General Condition 20 is deleted and replaced with the following:

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

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

Special Condition 6 - Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are deleted.

Special Condition 7 - Whole agreement

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

Special Condition 8 - Waiver of breach

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

Special Condition 9 - Severability

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

Special Condition 10 - Disclosure

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

Special Condition 11 - Purchaser acknowledgements

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

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

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

Special Condition 12 - Auction clause

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

Special Condition 13 – Priority of Conditions

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

Special Condition 14 – Loss and Damages

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

the Contract pay to the Vendor the following sums:

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

Special Condition 15

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

Special Condition 16

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

Special Condition 17

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

Special Condition 18

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

Special Condition 19

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

Special Condition 20 – Chattels

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

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

Special Condition 21 – Condition of the Walls

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

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

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

Special Condition 22 – No Land Tax Adjustment

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

Special Condition 23 – Windfall Gains Tax (WGT)

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

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

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

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

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

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

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

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

Special Condition 24 – Statement of Adjustments

The Purchaser must provide Statement of Adjustments 7 days prior to settlement. If adjustments are not provided 7 days prior to settlement together with all certificates used to calculate the adjustments an additional fee of \$165 incl GST will be payable by the Purchaser via the Statement of Adjustments for additional conveyancing costs incurred relating to urgent Statement of Adjustment review.

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

Special Condition 25 – Owners Corporation Certificate

The vendor will provide the Purchaser with an Owners Corporation Certificate within 14 days of the date this Contract is signed. The Purchaser will advise the Vendor's conveyancer within 2 business days if the Owners Corporation Certificate is not satisfactory to them and if they will be ending the Contract on this basis. Any deposit paid by the Purchaser will then be refunded in full and this Contract will be at an end.

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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

Guarantee for Corporate Purchaser

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

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

Signature

Signature of Witness

Print Name of Witness

DATED / /

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GST RESIDENTIAL WITHHOLDING NOTIFICATION

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

To: The Purchaser
Property: 11 Poets Mews, Beveridge VIC 3753
Vendor: Peter Bole and Mimma Bole

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

DATED 14 July 2025

Lee Warren

Complete Home Conveyancing
Conveyancers for the Vendor

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	11 POETS MEWS, BEVERIDGE VIC 3753	

Vendor's name	Peter Bole	Date
Vendor's signature		15/07/2025

Vendor's name	Mimma Bole	Date
Vendor's signature		15/07/2025

Purchaser's name		Date
Purchaser's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 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 document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ Are as follows

None to the best of the Vendor's knowledge.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11274 FOLIO 738

Security no : 124126172166U
Produced 14/07/2025 09:39 AM

LAND DESCRIPTION

Lot 188 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11269 Folio 043
Created by instrument PS617320S Stage 5 02/06/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MIMMA BOLE
PETER BOLE both of 11 POETS MEWS BEVERIDGE VIC 3753
AT457109Q 24/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT457110G 24/07/2020
WESTPAC BANKING CORPORATION

COVENANT PS617320S 02/06/2011

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

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

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

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390565G 01/07/2020

DIAGRAM LOCATION

SEE PS617320S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 11 POETS MEWS BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 18440T MSA NATIONAL
Effective from 27/07/2020

OWNERS CORPORATIONS

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

DOCUMENT END

Imaged Document Cover Sheet

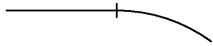
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS617320S
Number of Pages (excluding this cover sheet)	109
Document Assembled	14/07/2025 09:39

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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: CAMERONS LANE (at time of subdivision) BEVERIDGE 3753 MGA CO-ORDINATES: E: 318 550 ZONE:55 (of approx centre of land in plan) N: 5 850 600		Council Name: MITCHELL SHIRE COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY	
ROAD R1-R9, R12, R14-R21, R23, R27-R56, R60, R61, R63-R67, R81, R97 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 RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39 RESERVE No.33 RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 & 83	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL SPI ELECTRICITY PTY LTD YARRA VALLEY WATER LIMITED AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)	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	
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.		
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN
E-2	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000
E-3	SEWERAGE	SEE DIAG	THIS PLAN
E-4	DRAINAGE	SEE DIAG	THIS PLAN
CONTINUED ON SHEET 2			
MANDALAY		LICENSED SURVEYOR: ANDREW J. REAY	
MASTERPLAN			
 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 DRAWING: CM0052AA	REFERENCE: AA0015 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			

PLAN OF SUBDIVISION				Plan Number PS 617320S
Easement Information				
Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement R – Encumbering Easement (Road)				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-5 E-5	SEWERAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-6 E-6	DRAINAGE WATER SUPPLY	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED
E-7 E-7 E-7	DRAINAGE WATER SUPPLY POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-8	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-9 E-9 E-9	DRAINAGE SEWERAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-10 E-10	SEWERAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-11 E-11	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-12 E-12 E-12 E-12	SUPPLY OF WATER BY PIPELINE SUPPLY OF GAS POWERLINE TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN-SEC 88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN	YARRA VALLEY WATER LIMITED VIC GAS DISTRIBUTION PTY LTD SPI ELECTRICITY PTY LTD LOTS ON THIS PLAN
E-13	AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-14 E-14	SEWERAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-15 E-15	DRAINAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION
E-16 E-16 E-16	DRAINAGE DRAINAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-17 E-17	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL SPI ELECTRICITY PTY LTD
E-18	CARRIAGEWAY	SEE DIAG	THIS PLAN	VOL 11161 FOL 382
E-19	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
		CONTINUED ON SHEET 3		

MANDALAY		Sheet 2
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		Original sheet size A3
		LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 15/05/18 VERSION A DWG 2461035EA

PLAN OF SUBDIVISION

PS 617320S

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

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 4



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

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

LICENSED SURVEYOR: ANDREW J. REAY

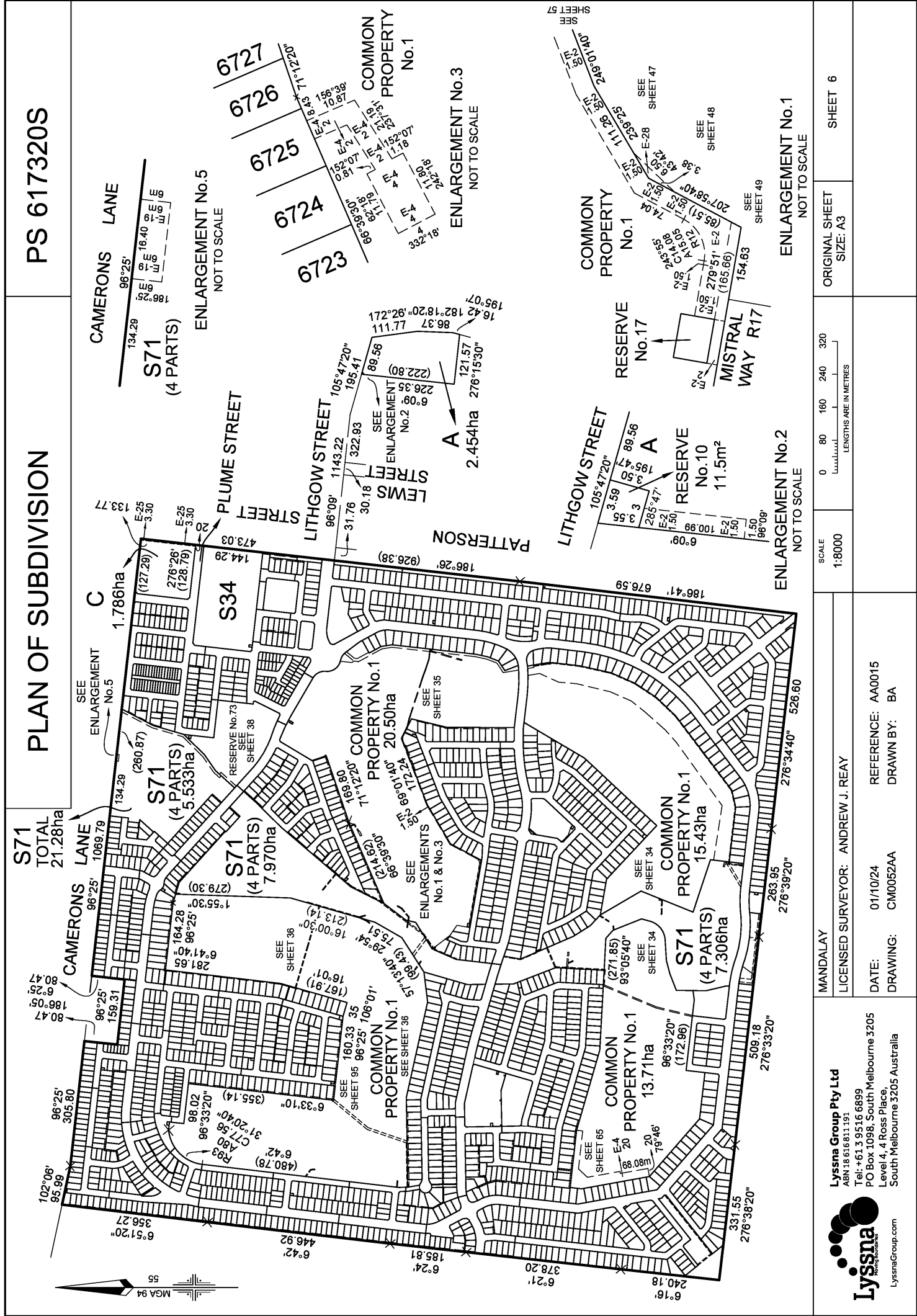


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Level 4, 4 Ross Place,
South Melbourne 3205 Australia

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

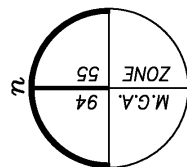
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SHEET 5



PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 72

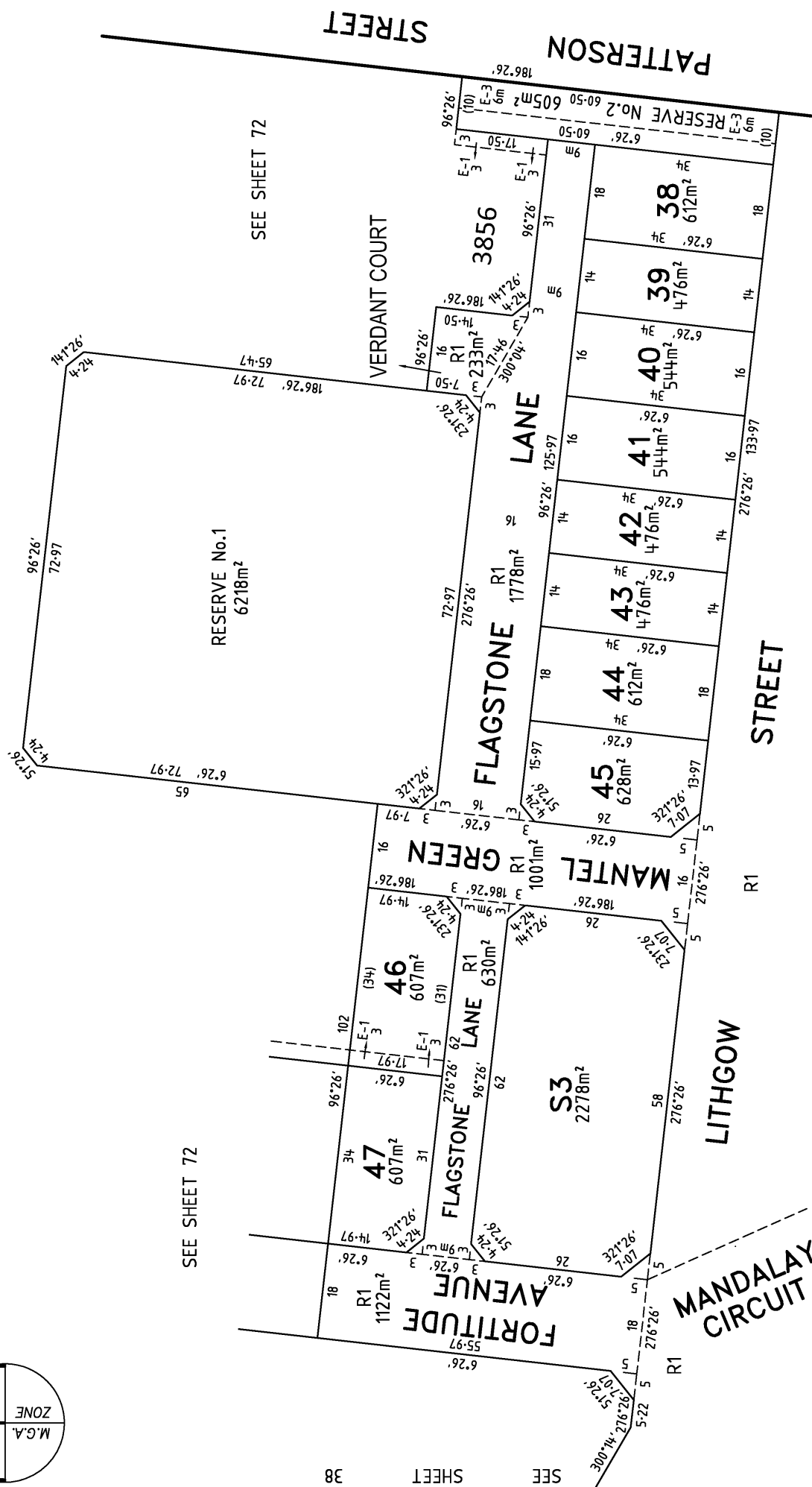
RESERVE No.1
6218m²

SEE SHEET 72

38

SHEET

SEE



SEE SHEET 8

MANDALAY

ORIGINAL

SCALE

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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

DIGITALLY SIGNED

DIGITAL

REF 24610333

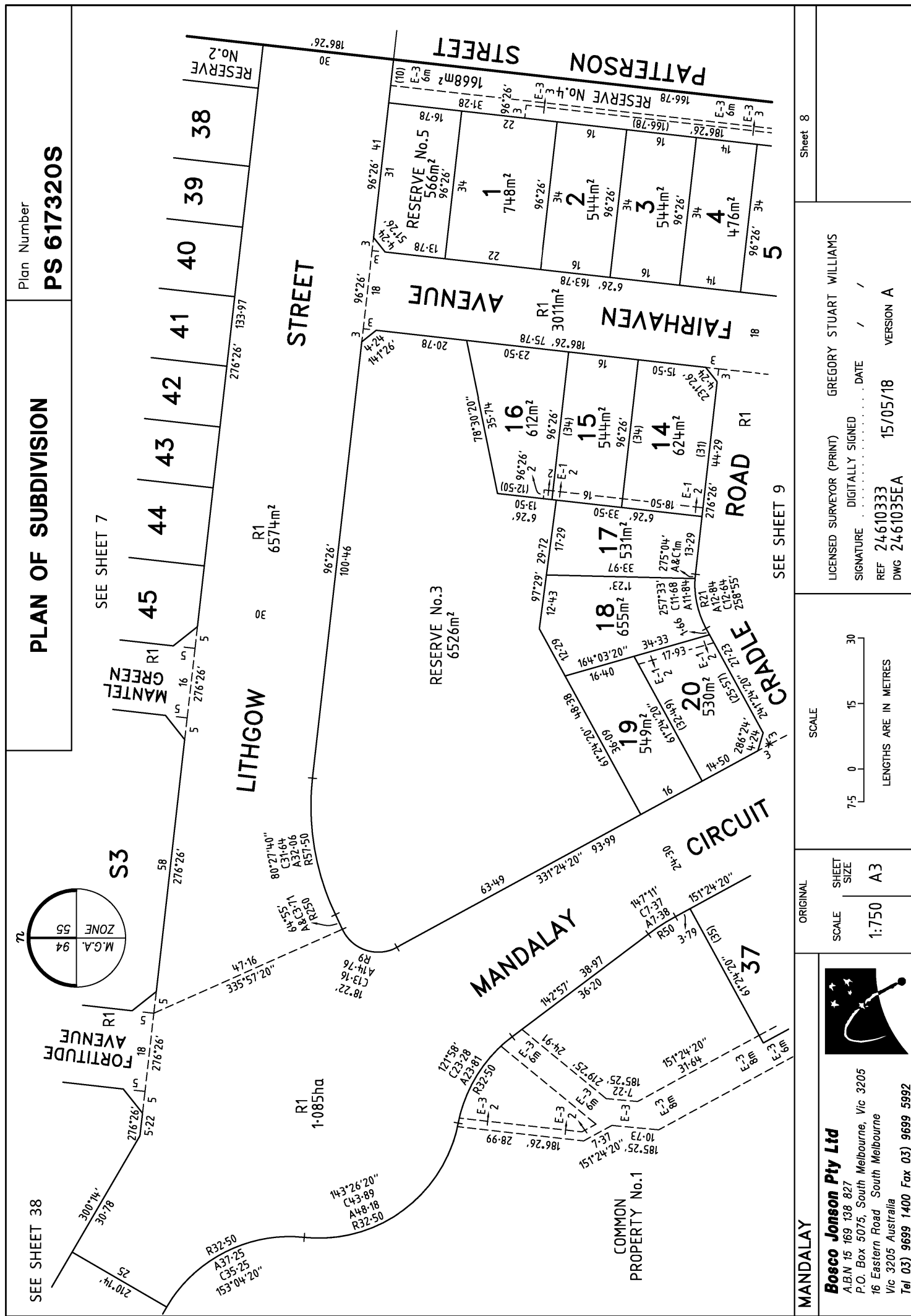
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DWG 2461035EA

LENGTHS ARE IN METRES



Sheet 7

SEE SHEET 8



PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 8

RESERVE

No.6

E-2 1:50

276'26'

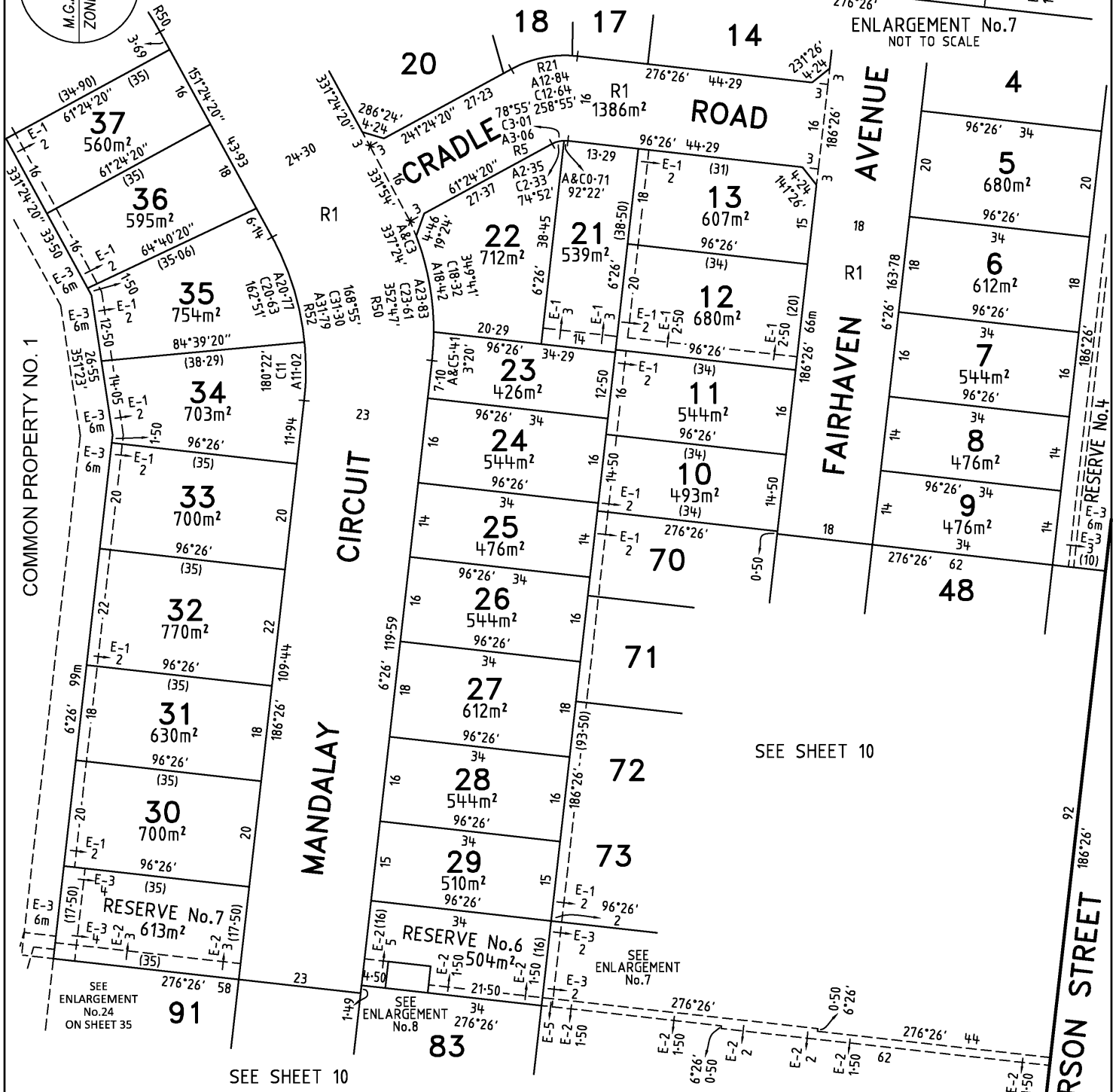
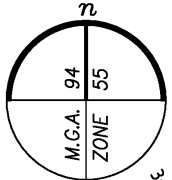
RESERVE

No.11

E-2 1:50

276'26'

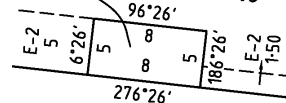
ENLARGEMENT No.7
NOT TO SCALE



RESERVE No.8

40m²

RESERVE No.6



ENLARGEMENT No.8
NOT TO SCALE

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Vic 3205 Australia
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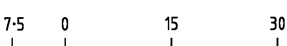


ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3



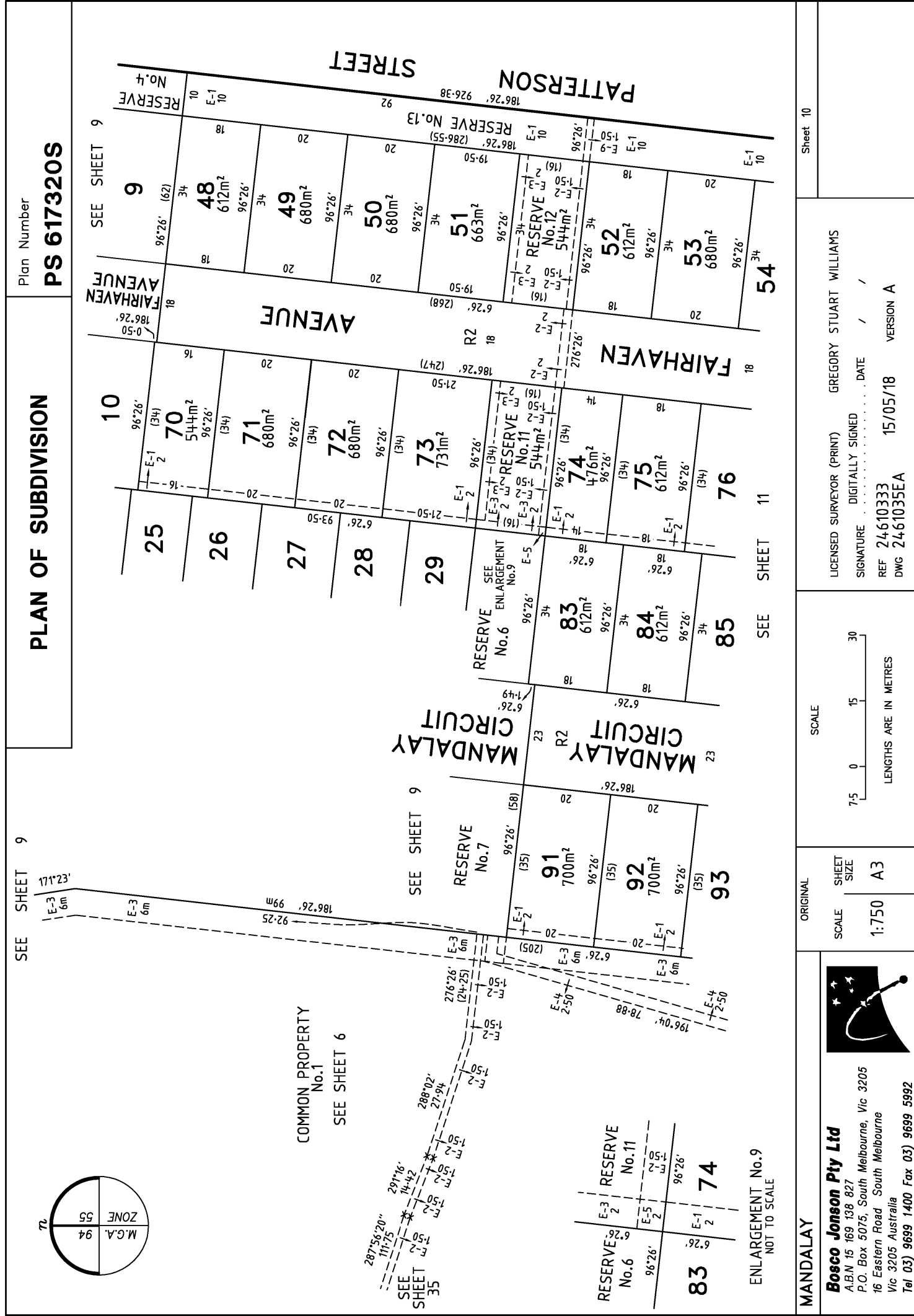
LENGTHS ARE IN METRES

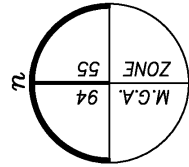
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Sheet 9

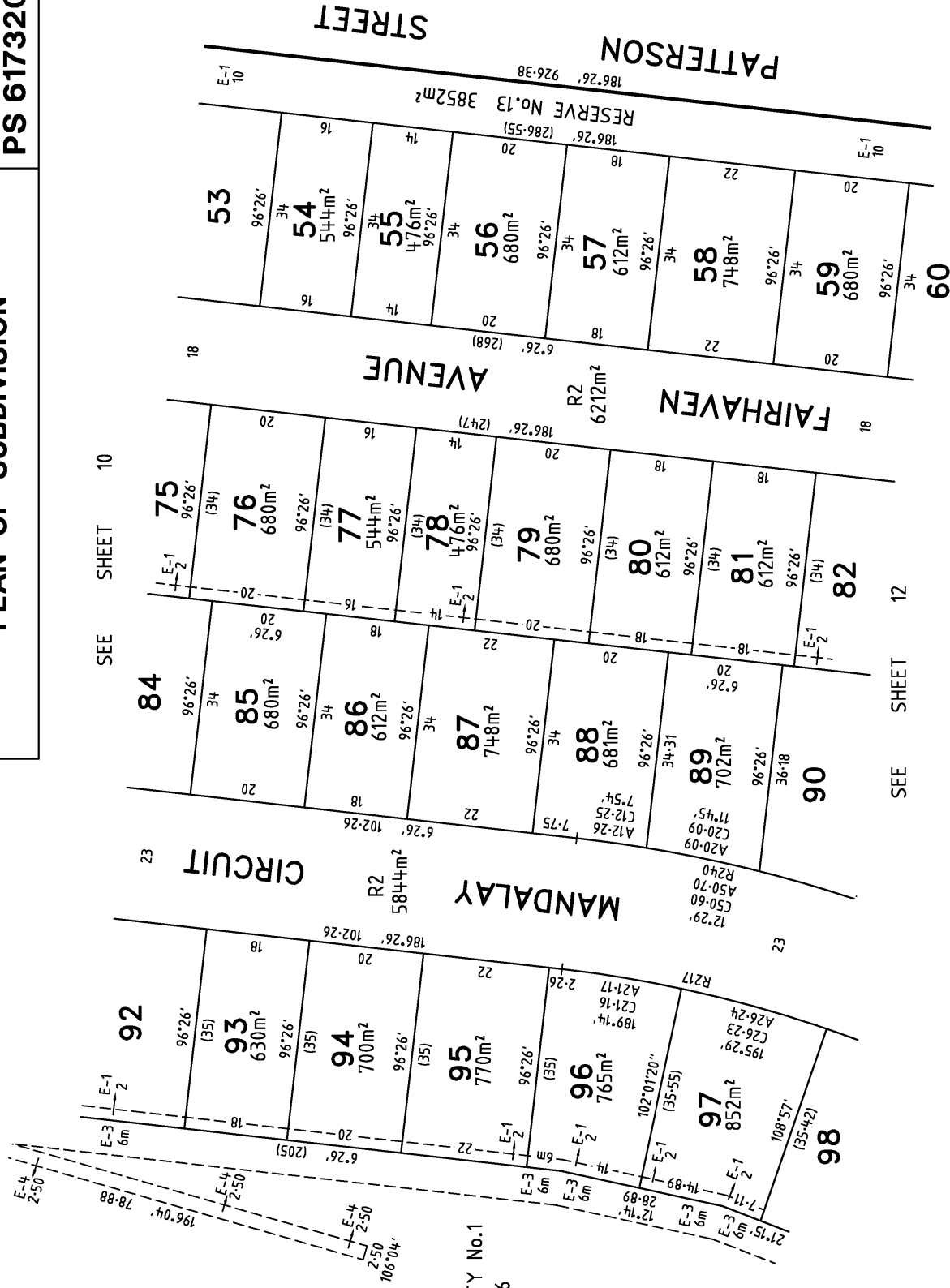




PLAN OF SUBDIVISION

Plan Number

PS 617320S



COMMON PROPERTY No.1
SEE SHEET 6

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ORIGINAL

SCALE SHEET

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SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

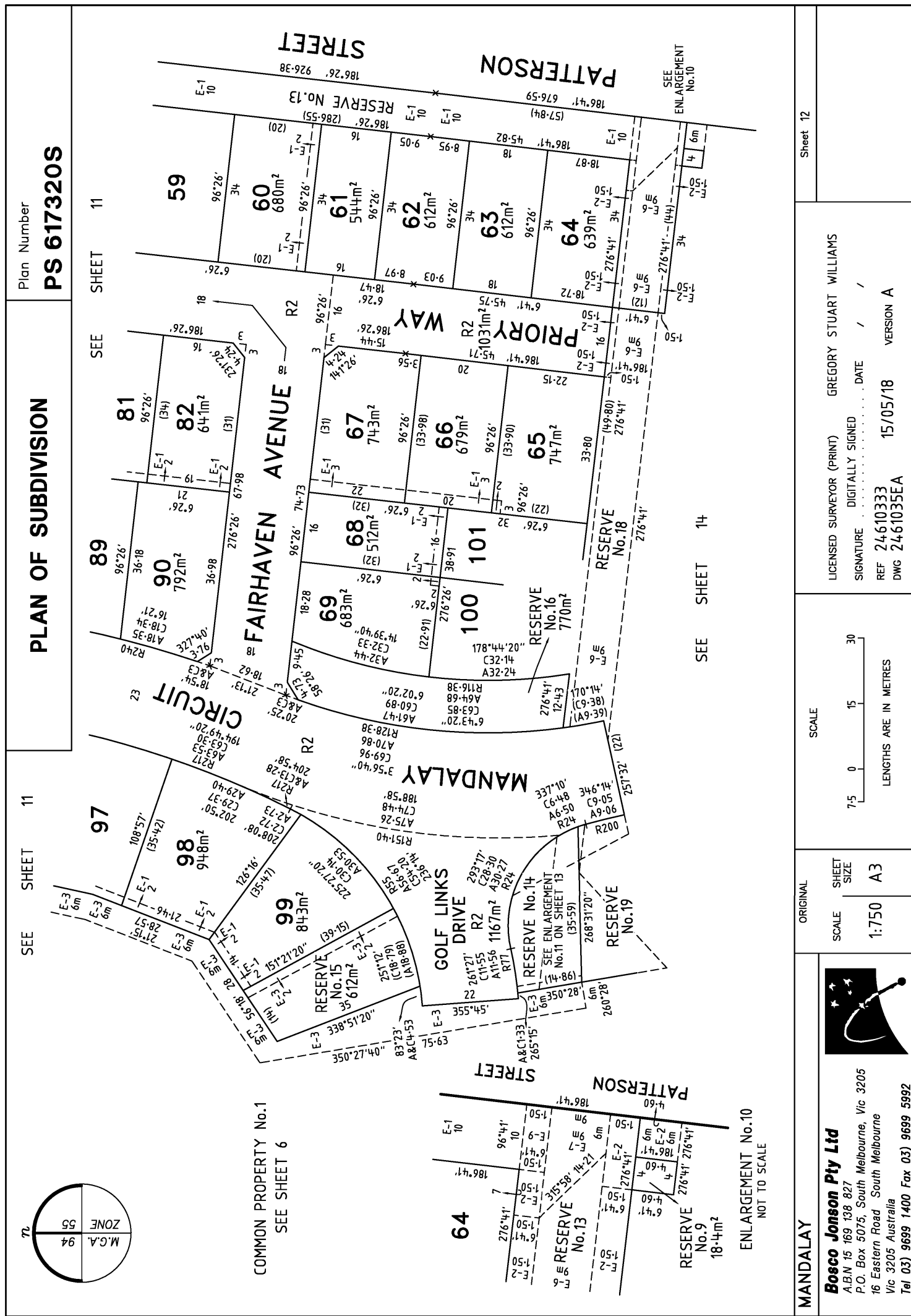
SIGNATURE _____

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DATE / / _____

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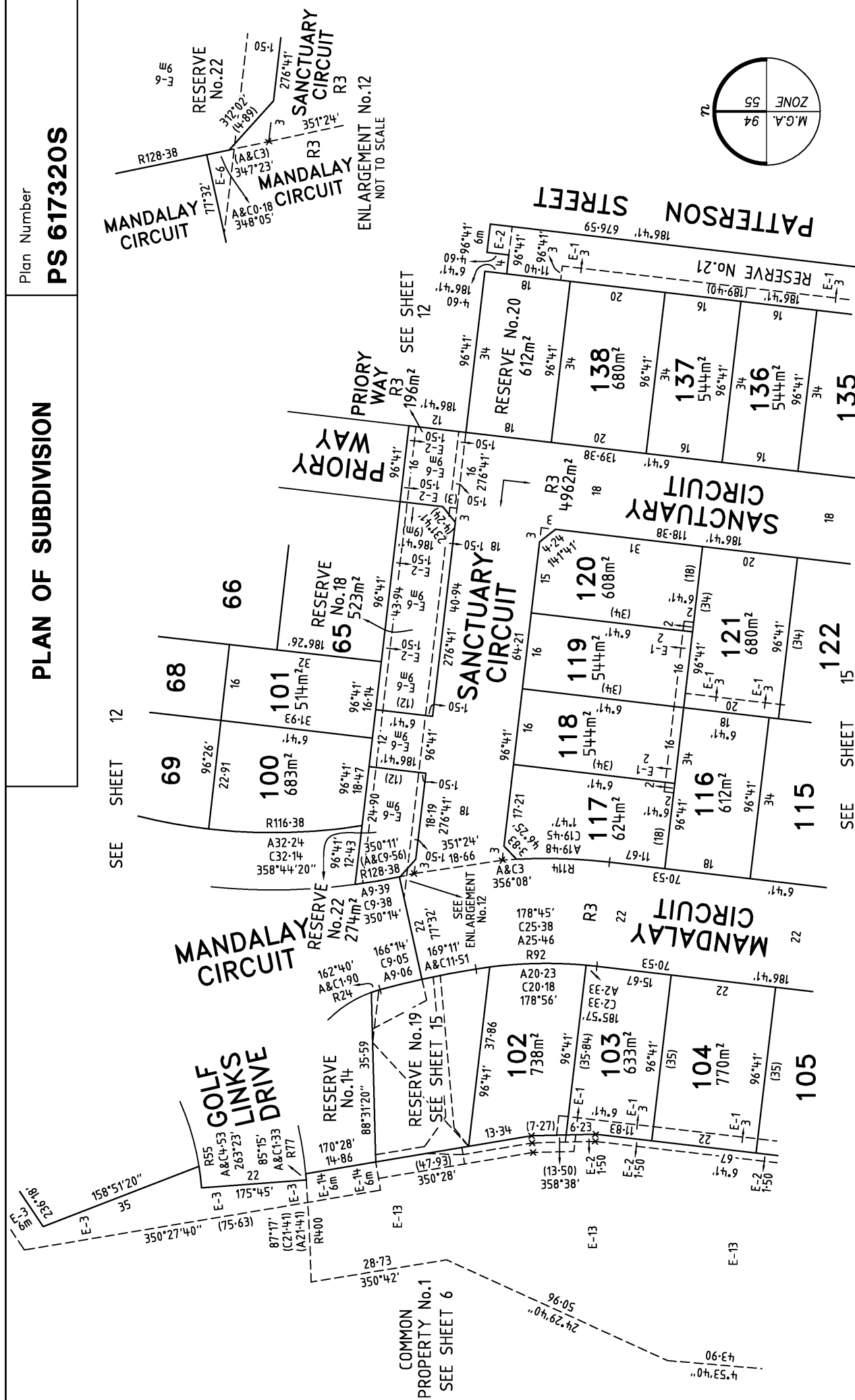
Sheet 11



PLAN OF SUBDIVISION

Plan Number

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ORIGINAL

SCALE SHEET

SCALE SHEET

SCALE SHEET

1:750	A3

1:750	A3

SCALE

Year	1990	1995	2000	2005	2010	2015	2020
Population (millions)	1.2	1.5	1.8	2.1	2.4	2.7	3.0
GDP (billions of dollars)	0.5	1.0	1.5	2.0	2.5	3.0	3.5
Life expectancy (years)	55	60	65	70	75	80	85

LENGTHS ARE IN METRES

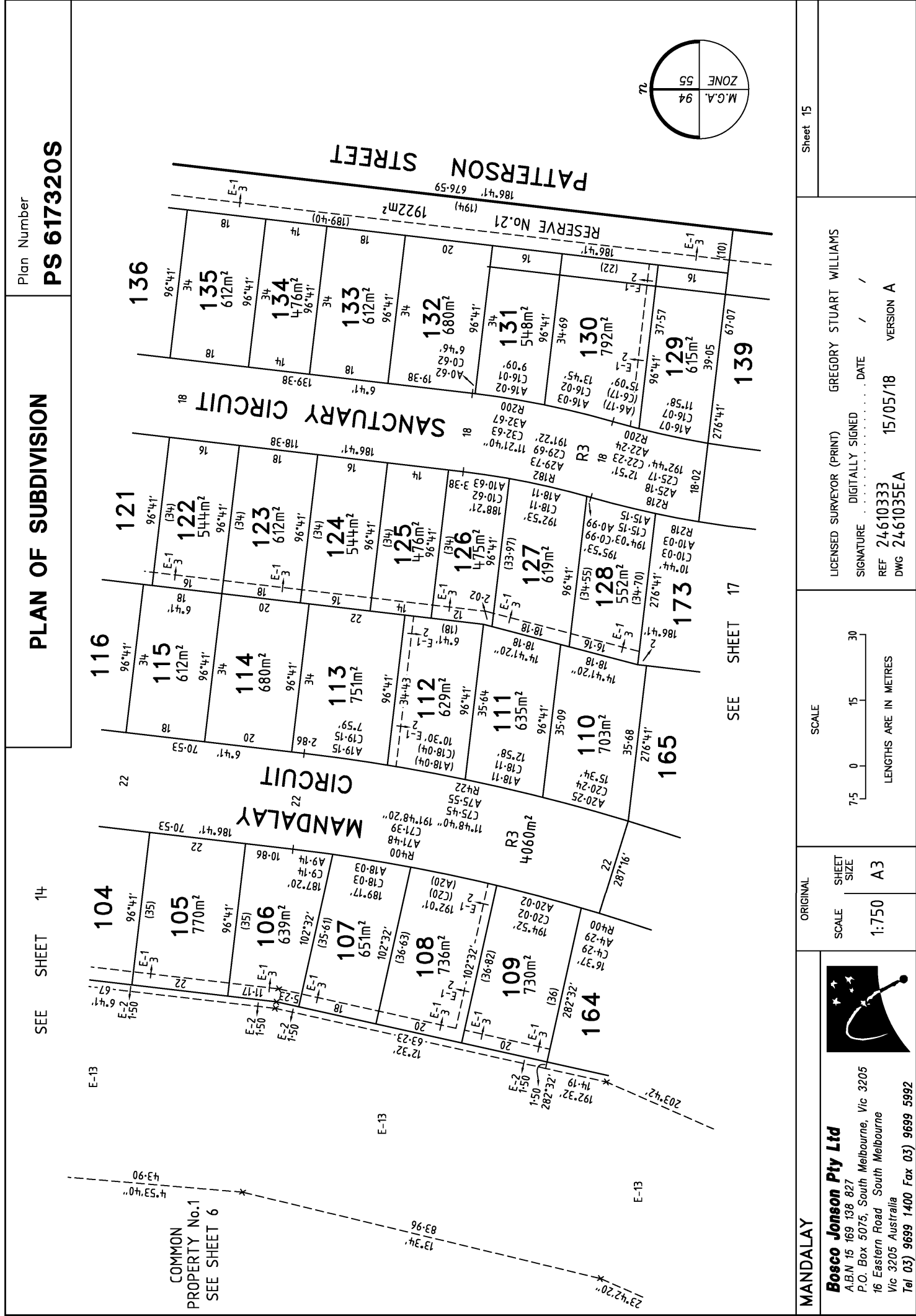
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SIGNATURE

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DWG 2461035EA

15/05/18

Sheet 14



PLAN OF SUBDIVISION

Plan Number

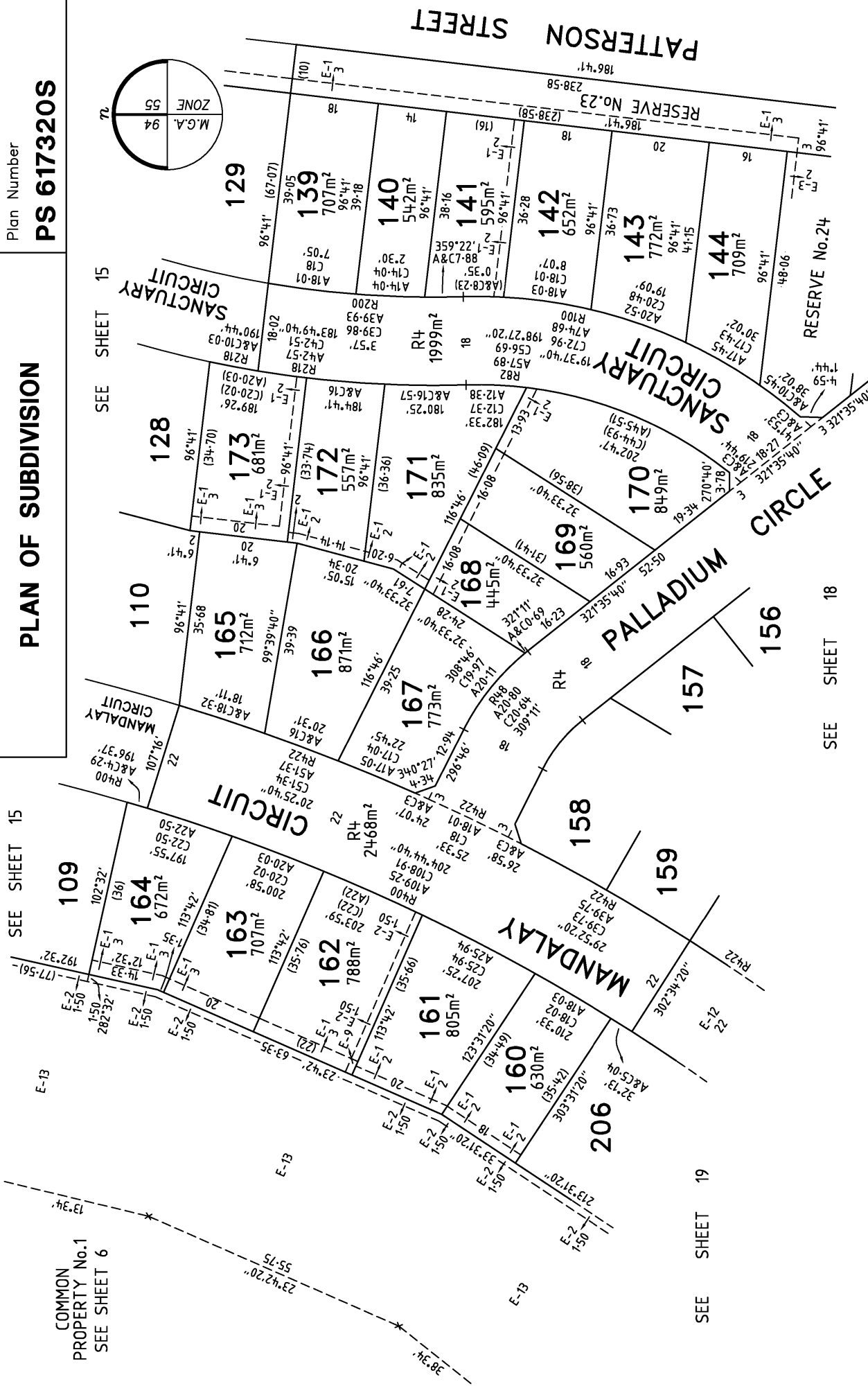
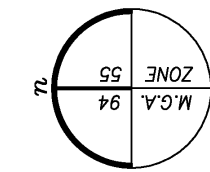
PS 617320S

SEE SHEET 15

SEE SHEET 18

SEE SHEET 19

COMMON
PROPERTY No.1
SEE SHEET 6



MANDALAY

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SCALE

SCALE SHEET

1:750	A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DIGITALLY SIGNED

SIGNATURE _____ DATE _____

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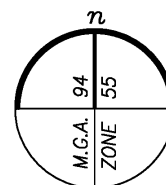
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Sheet 17

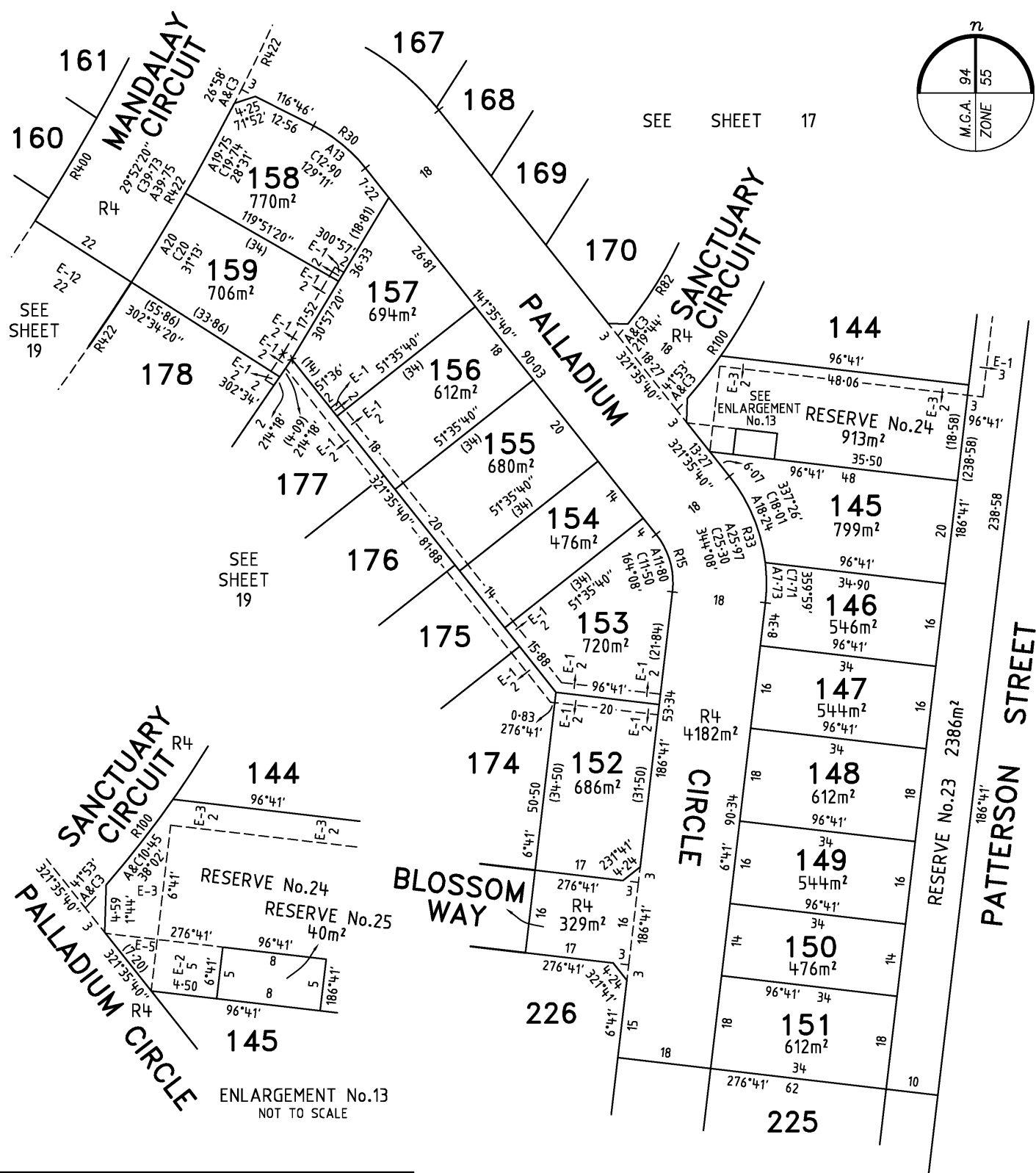
PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 17



SEE SHEET 22

MANDALAY

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ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE _____ DIGITALLY SIGNED _____ DATE ____/____/____

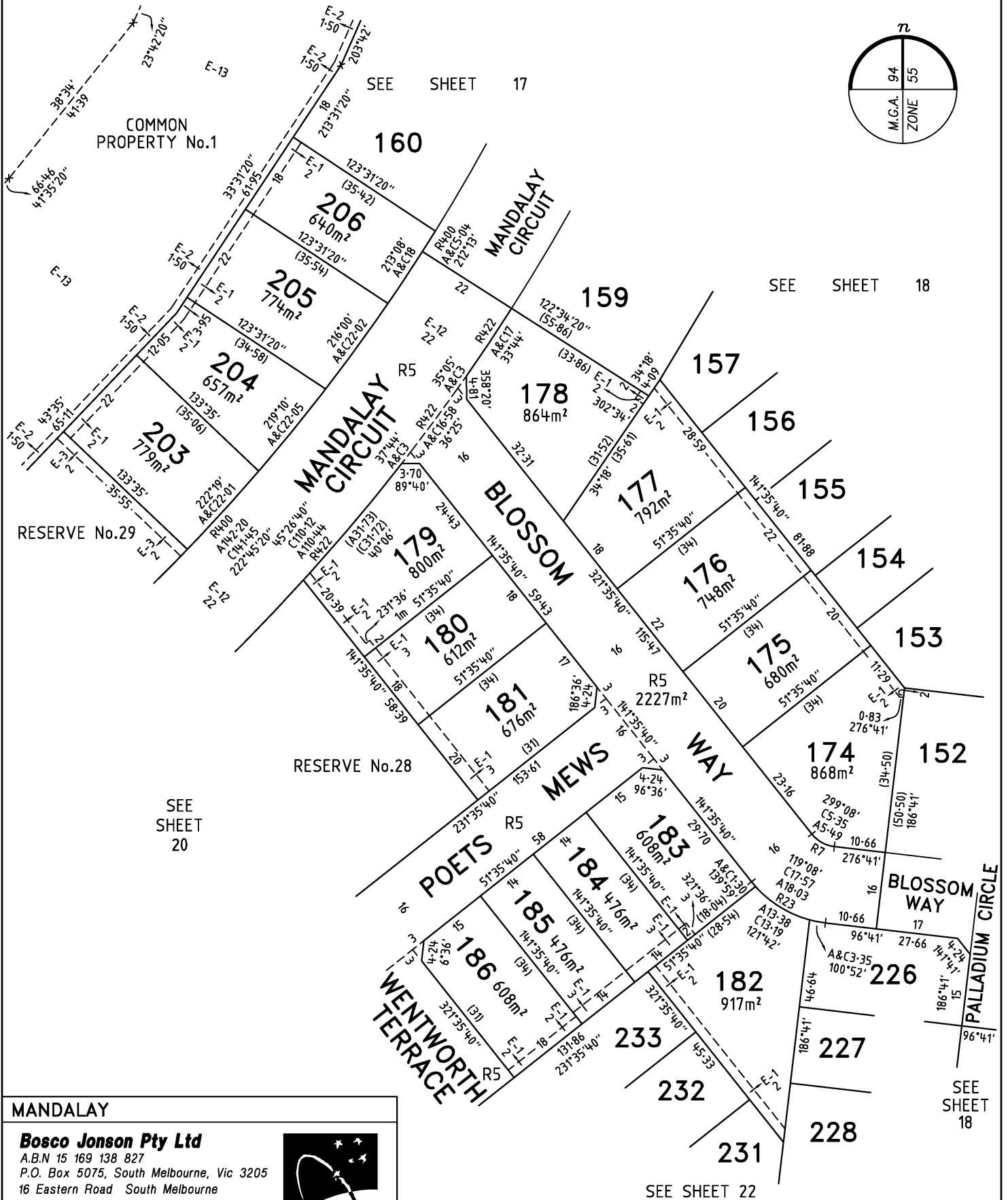
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 18

PLAN OF SUBDIVISION

Plan Number

PS 617320S



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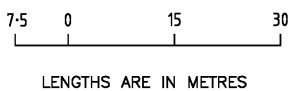


ORIGINAL

SCALE

SCALE
1:750

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

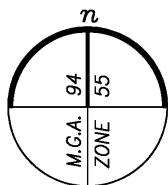
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DWG 2461035EA

Sheet 19

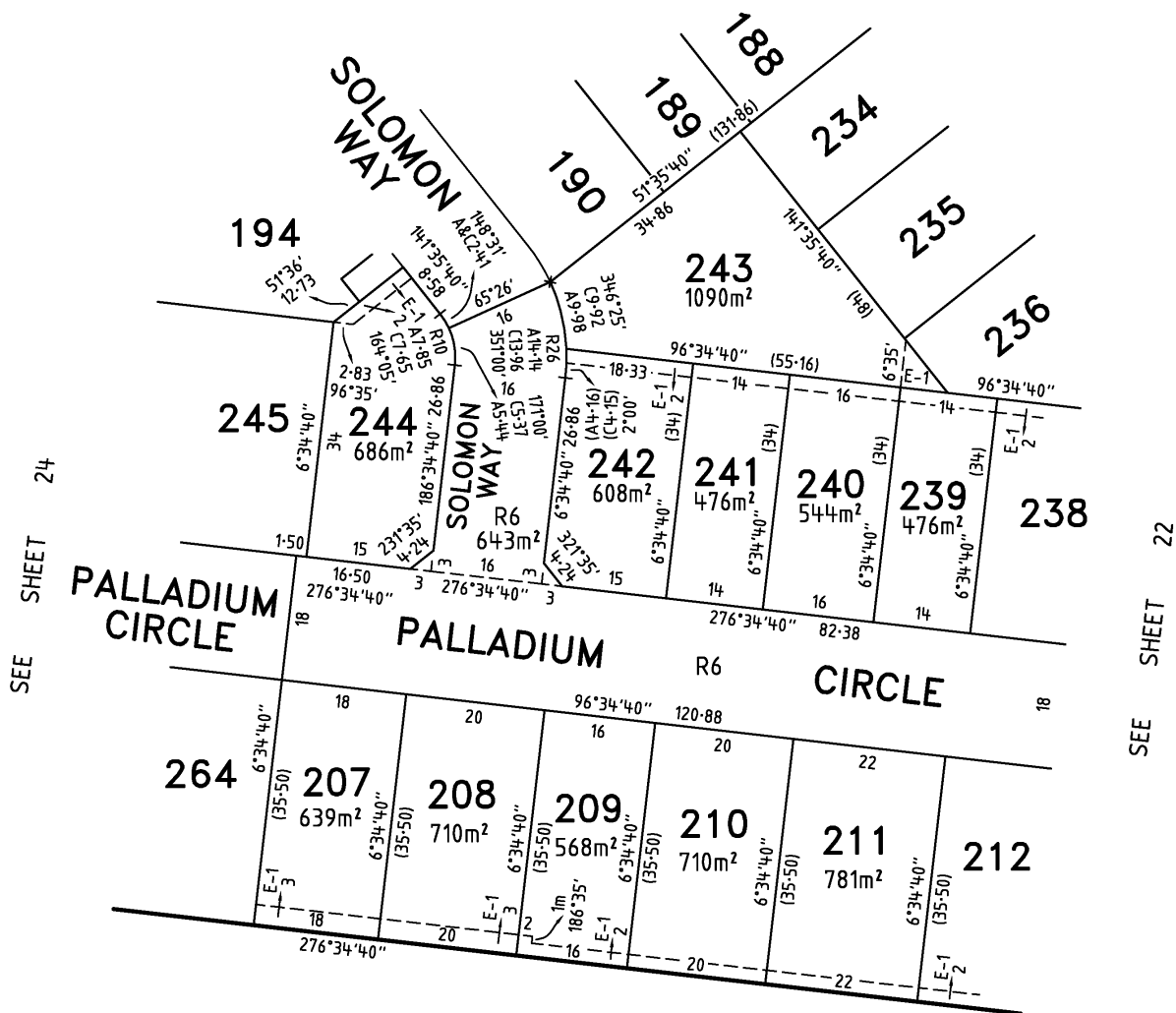
PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE
SHEET
20



SEE SHEET 24

SEE SHEET 22

MANDALAY

Bosco Jonson Pty Ltd

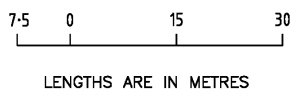
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE
1:750
SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

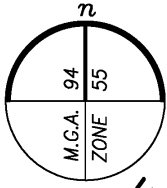
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Sheet 21

PLAN OF SUBDIVISION

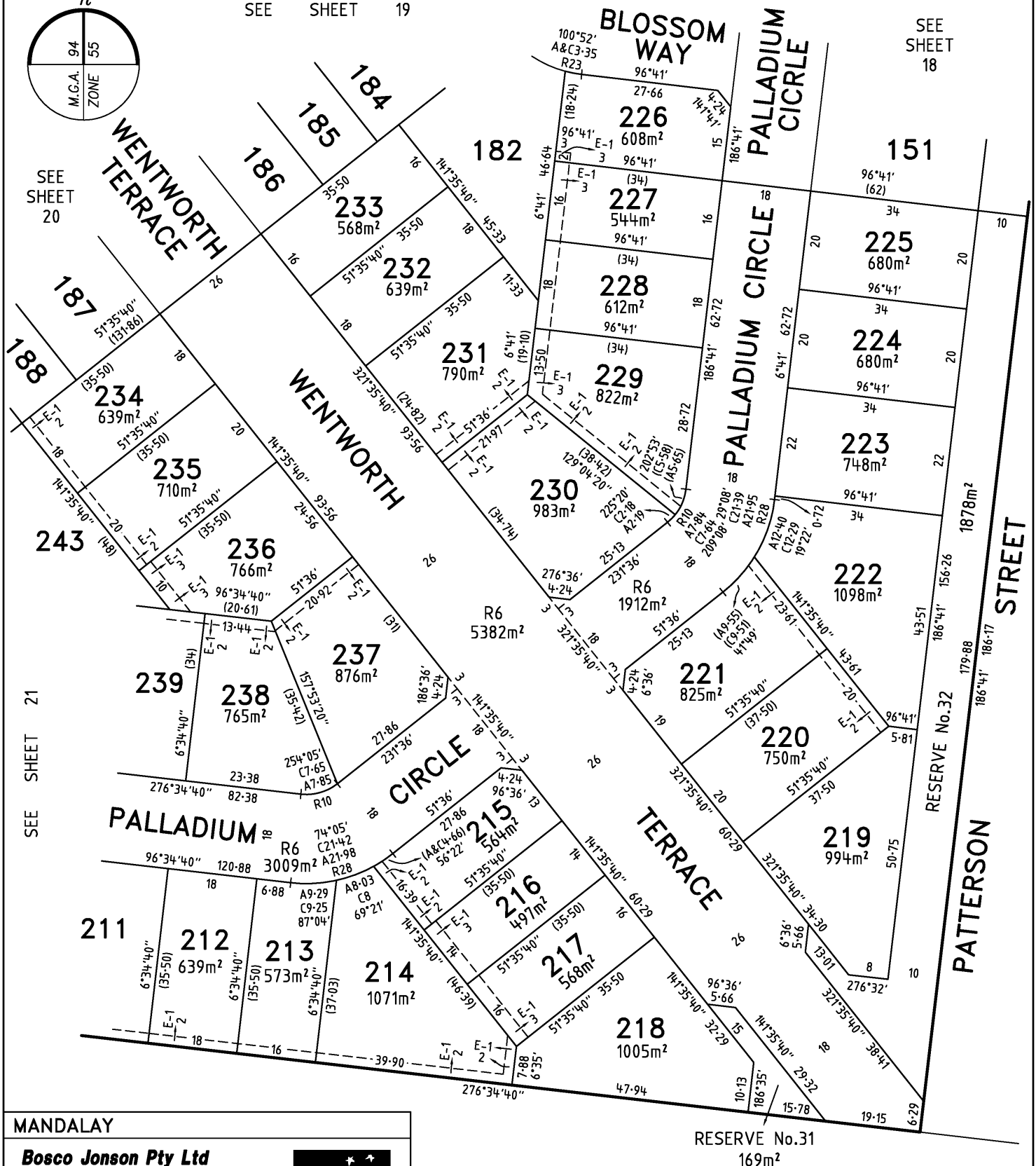
Plan Number

PS 617320S



SEE SHEET 19

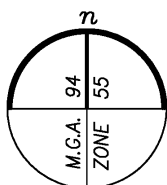
SEE SHEET 18



PLAN OF SUBDIVISION

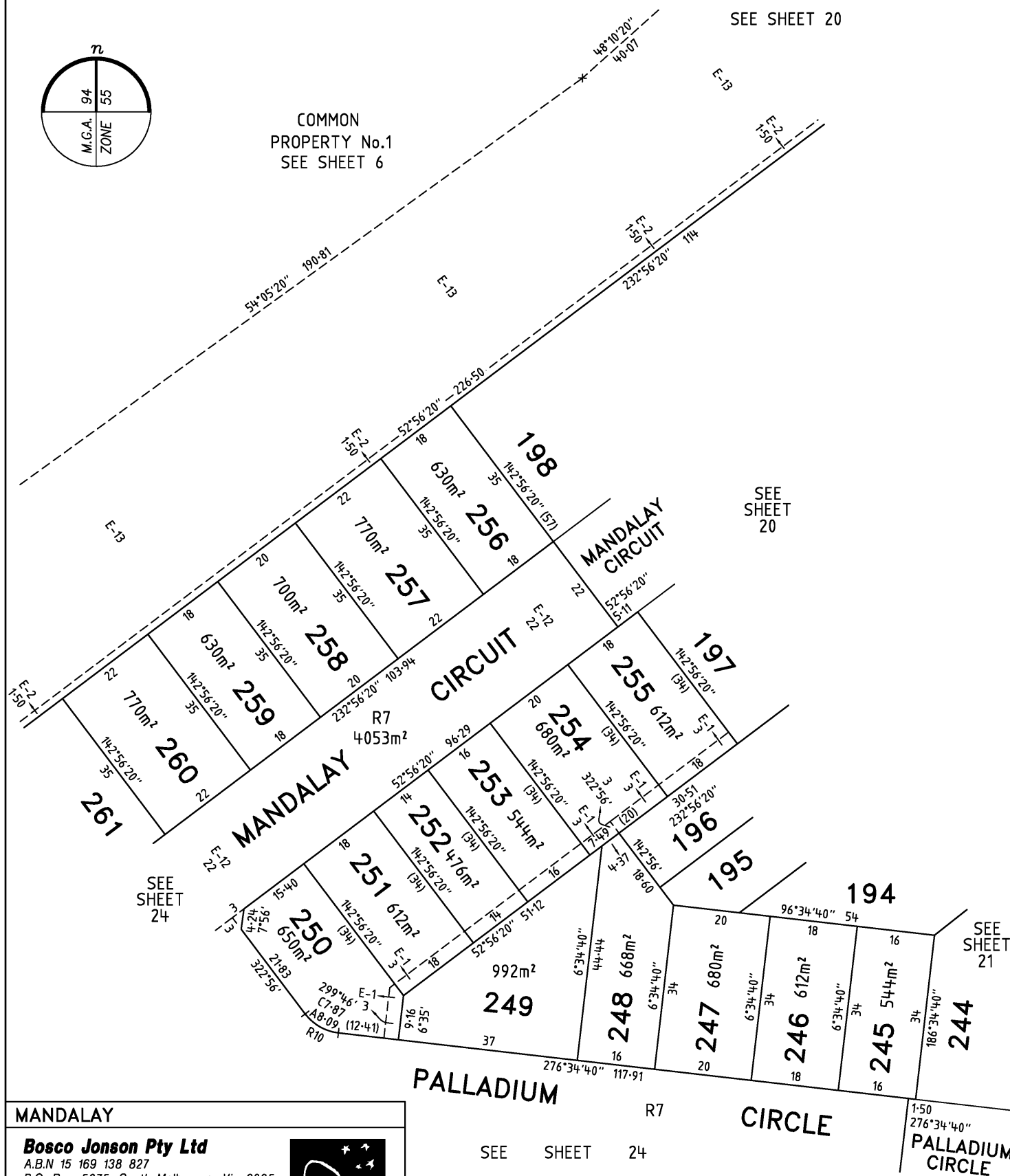
Plan Number

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COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 20



MANDALAY

Bosco Jonson Pty Ltd

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



SEE SHEET 24

CIRCLE

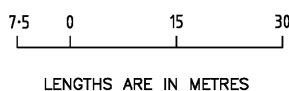
PALLADIUM
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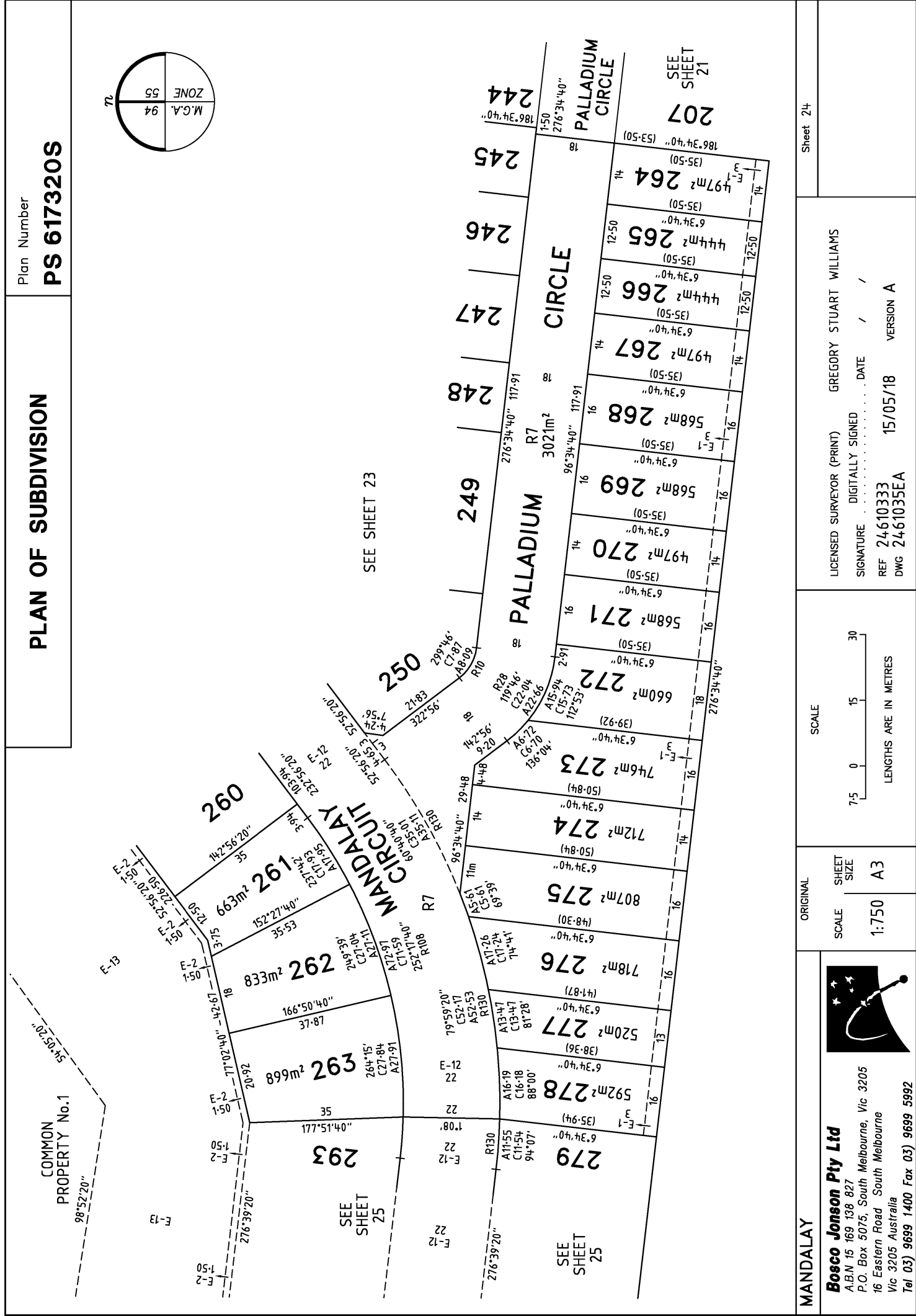


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

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

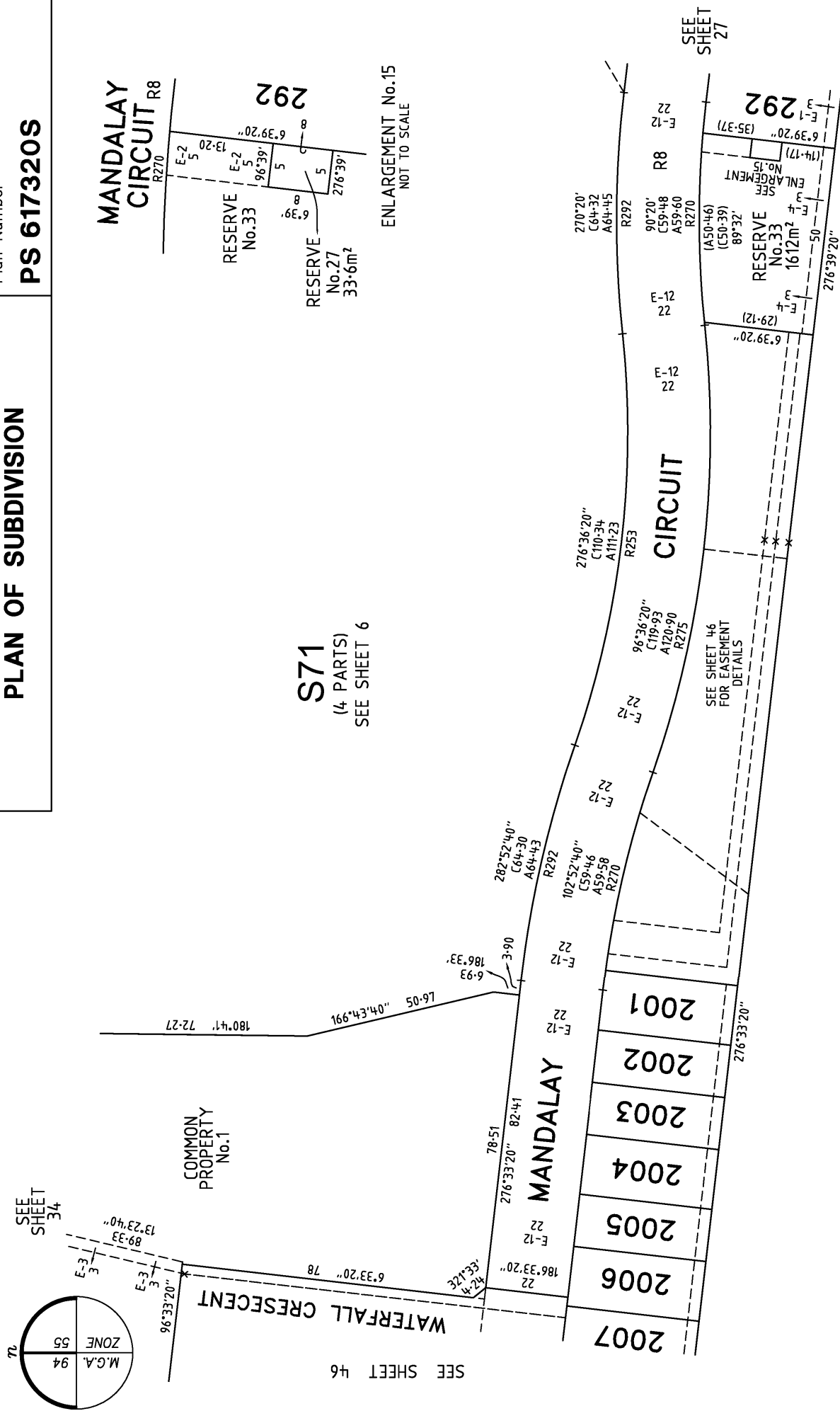
Sheet 23



PLAN OF SUBDIVISION

Plan Number

PS 617320S



MANDALAY

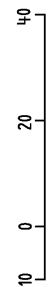
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ORIGINAL

SCALE SHEET

INDEX

SCALE



Bosco Jonson Pty Ltd

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16 Eastern Road South Melbourne

Vic 3205 Australia

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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

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VERSION A

REF 21.610333

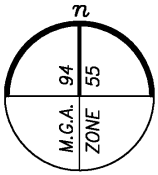
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Sheet 26

PLAN OF SUBDIVISION

Plan Number

PS 617320S



22 SHEET

SEE

1171

1425

RESERVE No.34

SEE SHEET 29

1519

1520

1533

SEE SHEETS 31 & 32

SEE SHEET 63

GOLF LINKS

DRIVE

GREEN

ANGEL

WAY

CRESCENT

BELLEVUE

VANTAGE

COMMON PROPERTY No.1

MANDALAY

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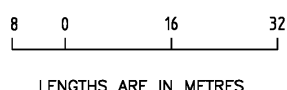
SEE SHEET 33

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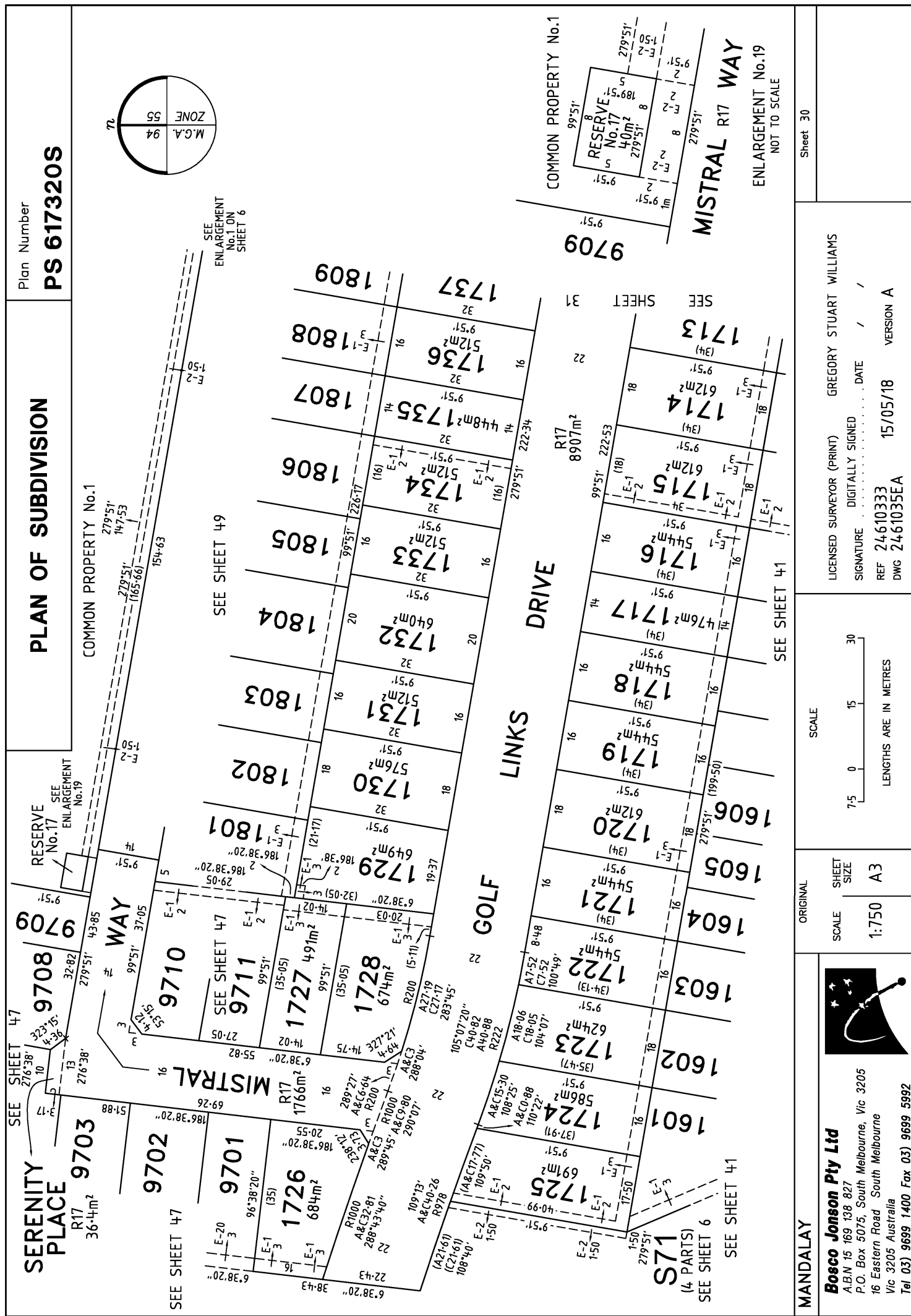
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

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

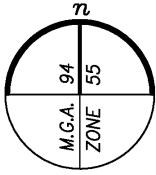
Sheet 28



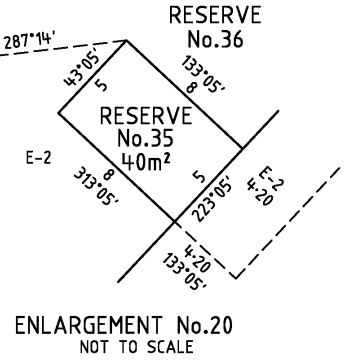
PLAN OF SUBDIVISION

Plan Number

PS 617320S



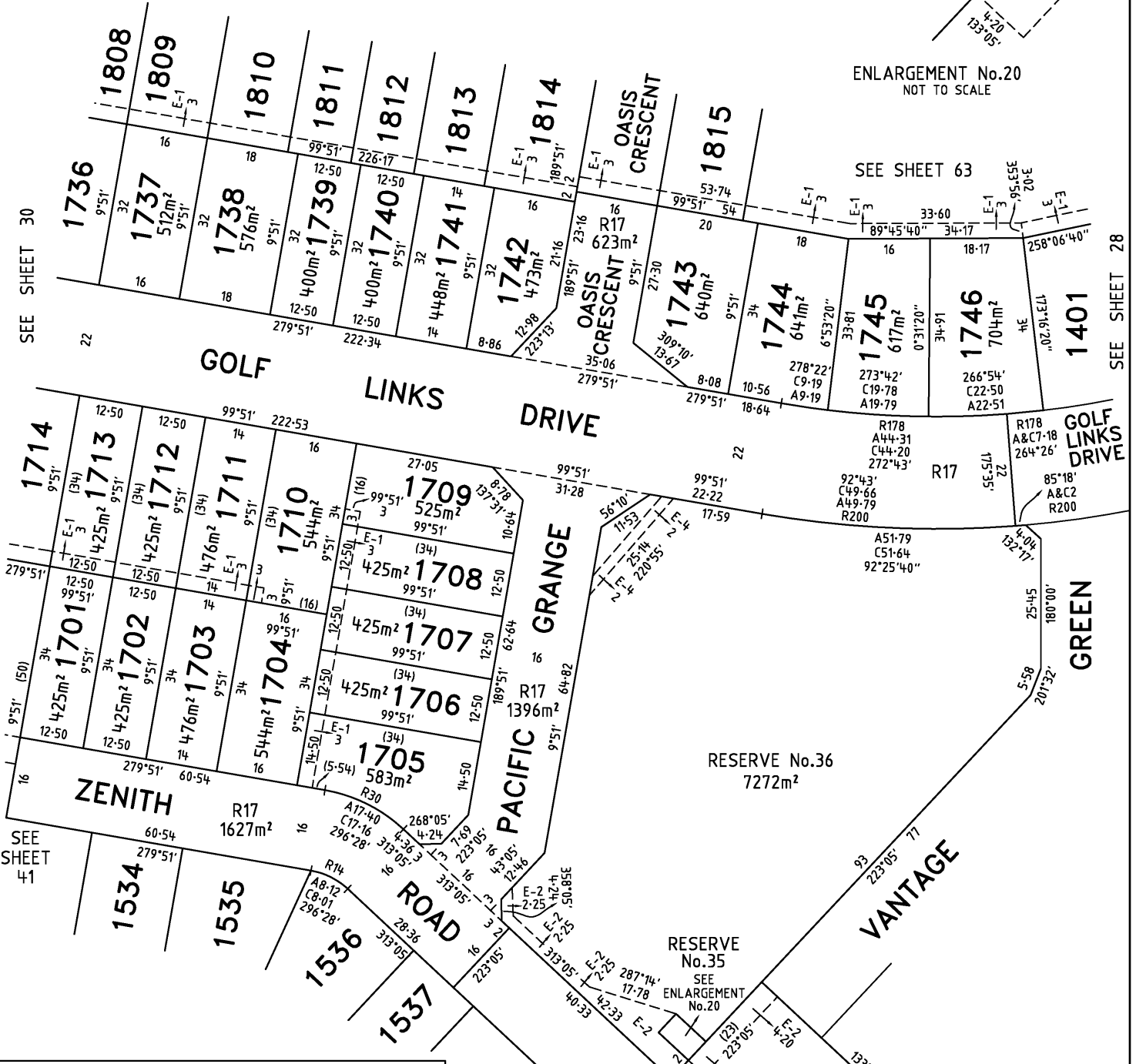
SEE SHEET 49



ENLARGEMENT No.20
NOT TO SCALE

SEE SHEET 63

SEE SHEET 28



MANDALAY

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SEE SHEET 32

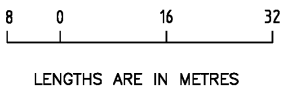
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SIZE
A3



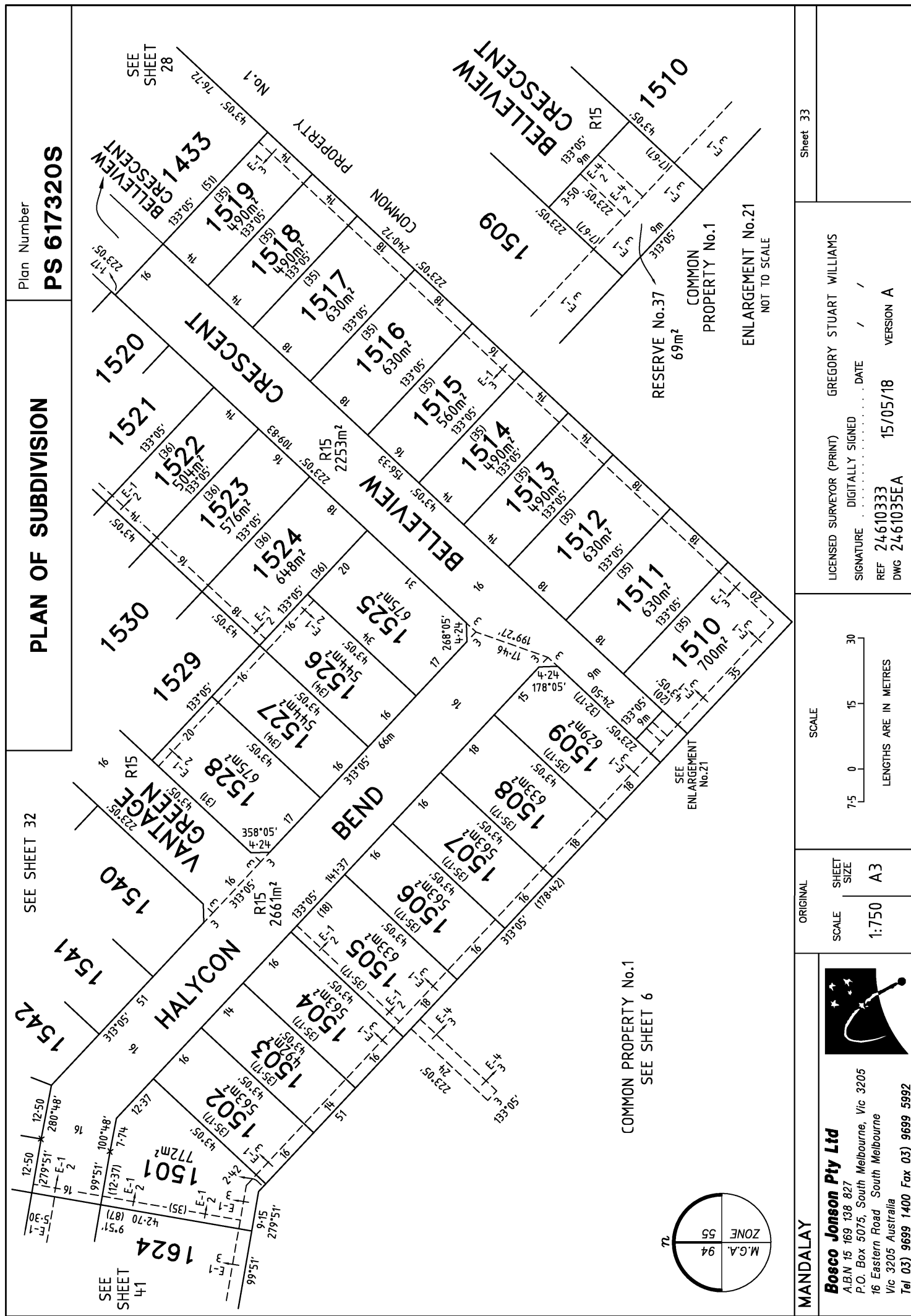
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

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

Sheet 31

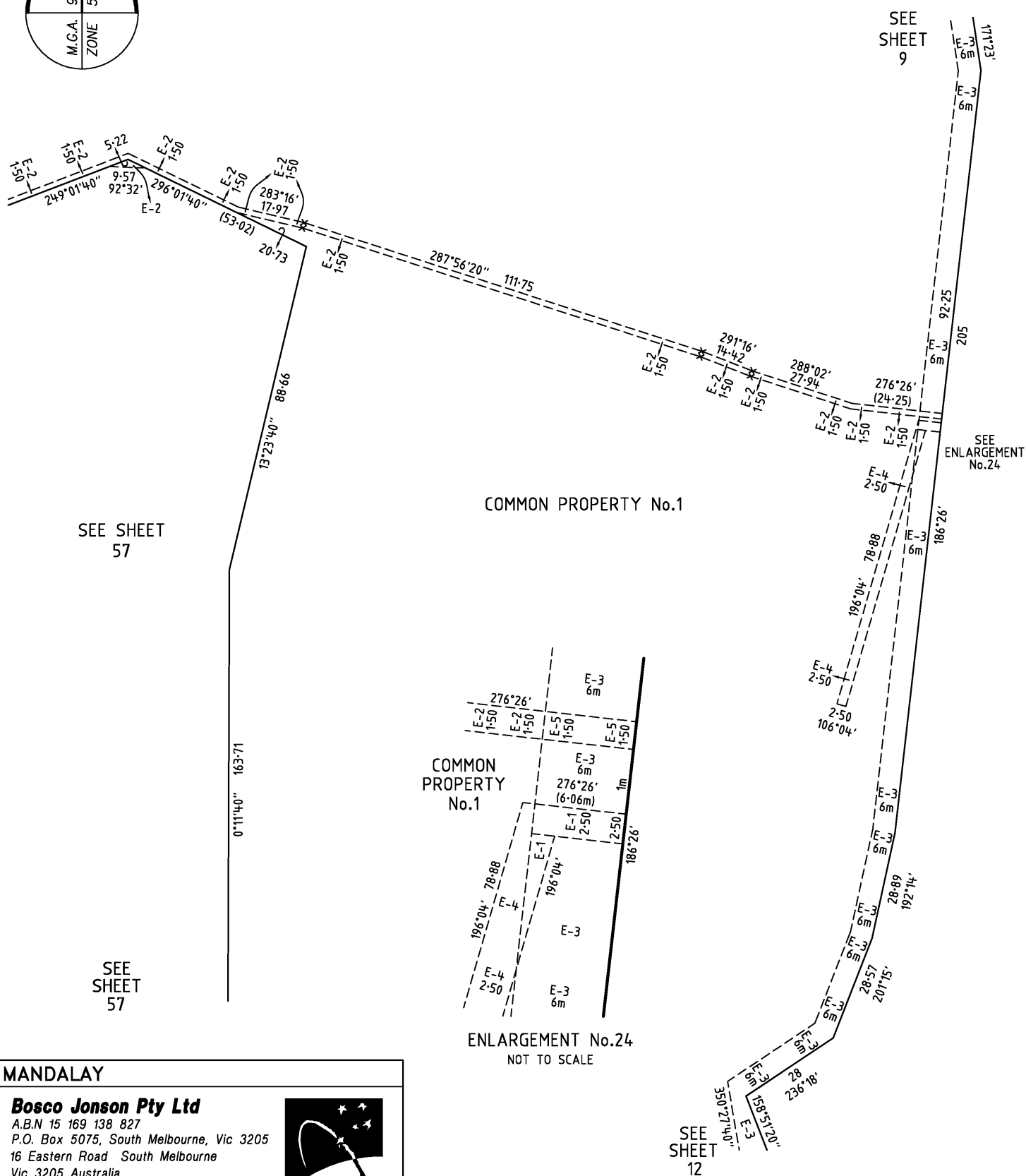
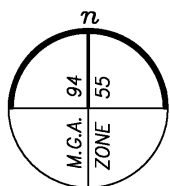


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PLAN OF SUBDIVISION

Plan Number

PS 617320S



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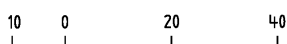
SEE
SHEET
12

ORIGINAL

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

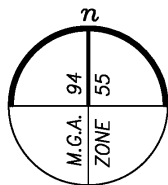
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

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PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 39

SEE SHEET 75

96°26'

SEE SHEET 38

EASEY

ROAD

AMBROSIA
WAY
R9
95.3m²

S34
SEE SHEET 6

RESERVE No.38

→

SEE
SHEET 72

SEE SHEETS
42, 43 & 44

MANDALAY

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ORIGINAL

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A horizontal number line with four tick marks. Above the tick marks are the labels 7.5, 0, 15, and 30. The tick marks are evenly spaced, representing intervals of 7.5.

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE _____ DIGITALLY SIGNED _____ DATE ____/____/____

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

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PLAN OF SUBDIVISION

PS 617320S



SEE
SHEET 90

SEE
SHEET 36

COMMON PROPERTY No.1

S71
(4 PARTS)

6715

COMMON PROPERTY No.1

SEE
ENLARGEMENT
No.35 ON SHEET 47

SEE
SHEET 55

SEE SHEET 47

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

DATE: 01/10/2024
DRAWING: CM0052AA

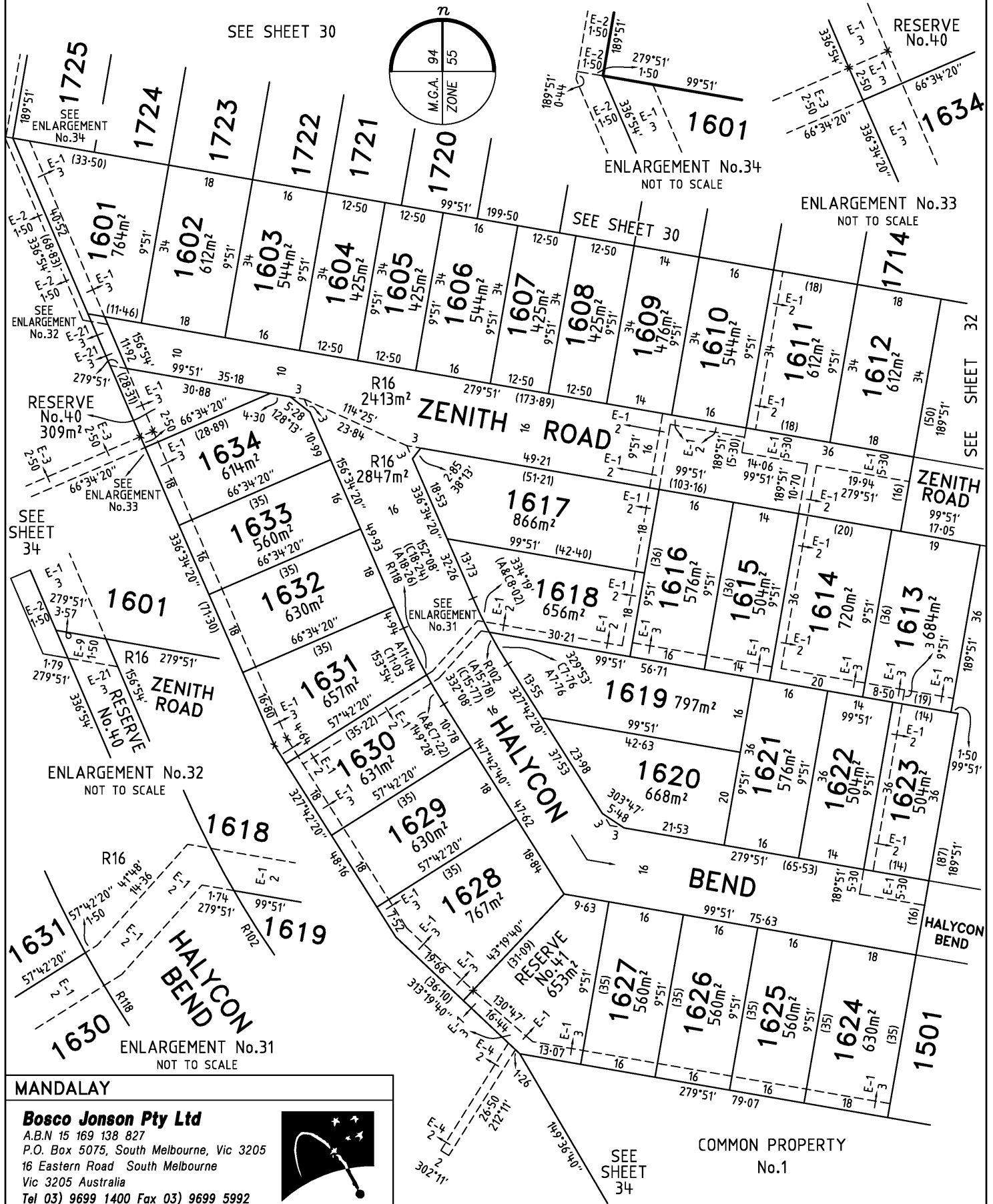
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ORIGINAL SHEET SIZE: A3
SHEET 40

PLAN OF SUBDIVISION

Plan Number

PS 617320S



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ORIGINAL	SCALE
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

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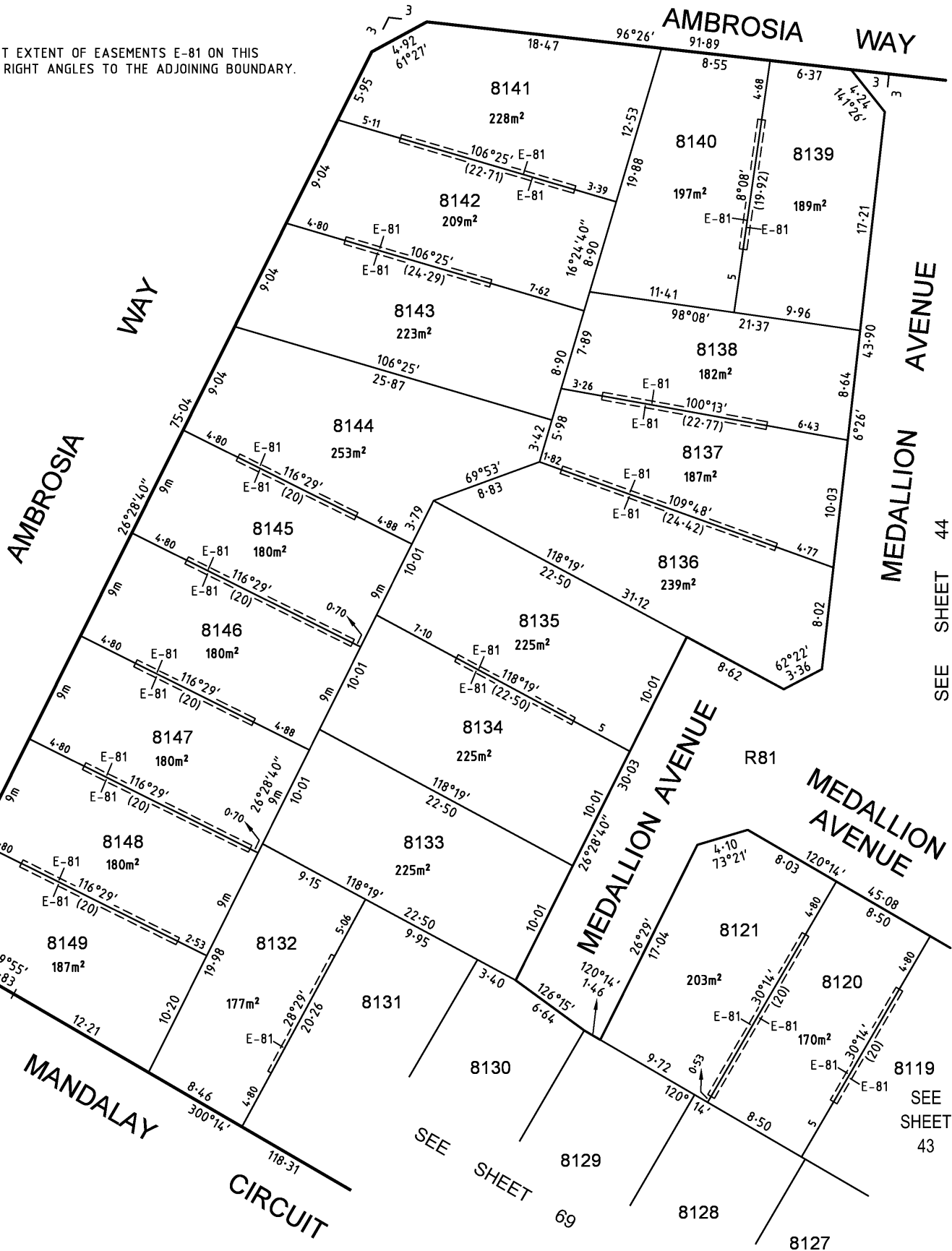
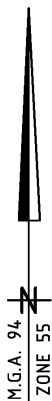
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DWG 2461035EA 15/05/18 VERSION A

Sheet 41

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



SEE SHEET 44

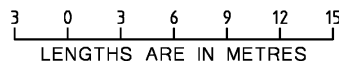
SEE SHEET 43

0802s.03.dwg MS



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



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SHEET 42

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

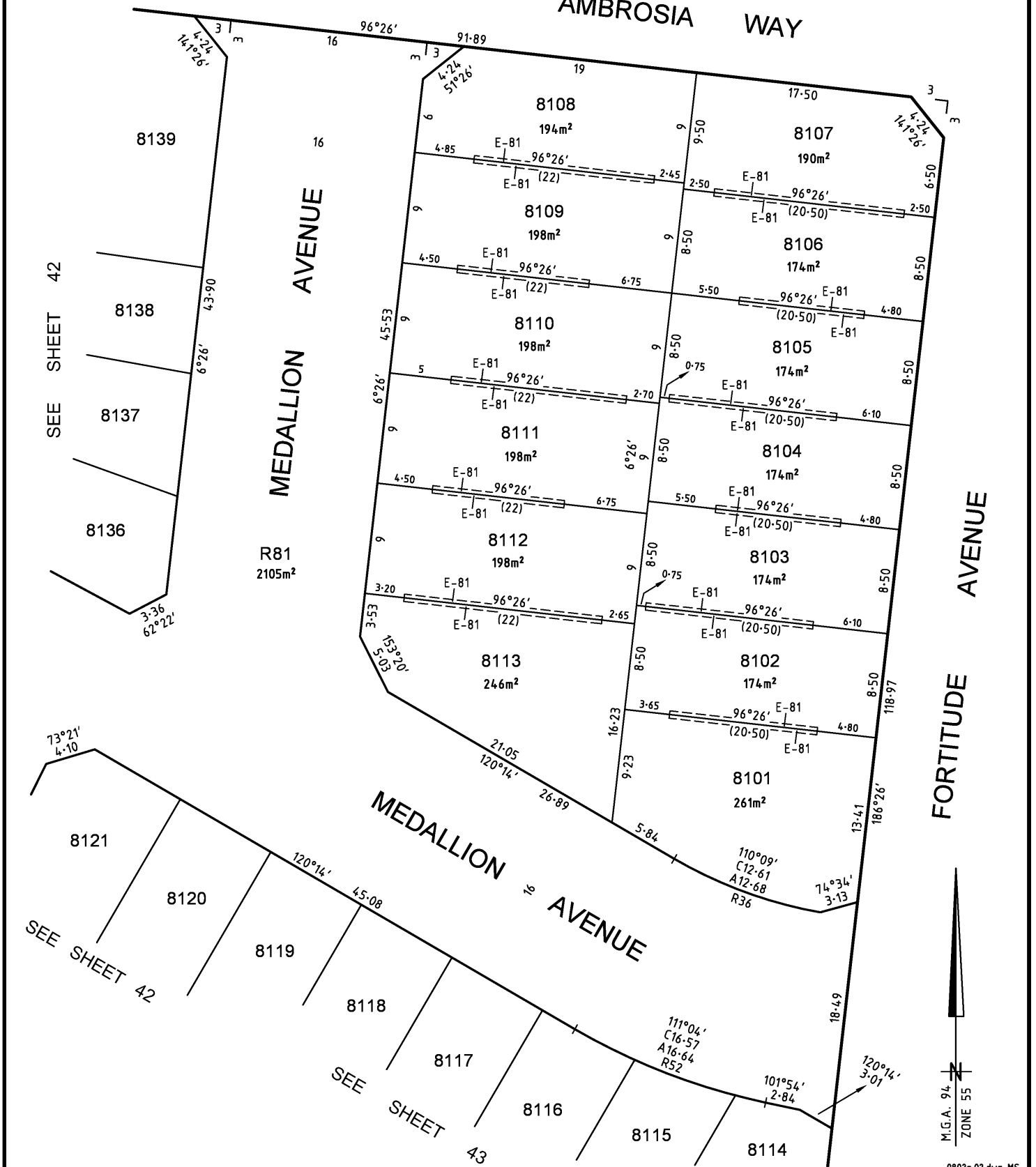
REF 0802s

VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

NOTE:
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SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.

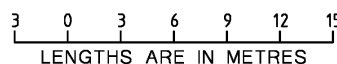


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SCALE



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SHEET 44

ORIGINAL SHEET SIZE A3

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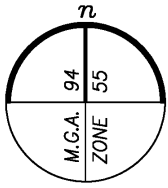
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VERSION K

PLAN OF SUBDIVISION

Plan Number

PS 617320S

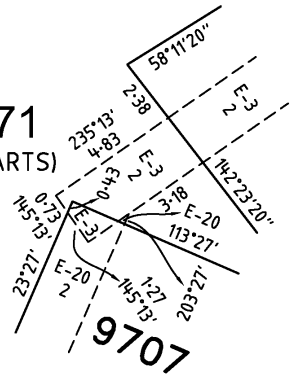


SEE SHEET 36 & 40

SEE ENLARGEMENT No.35

COMMON PROPERTY No.1

S71
(4 PARTS)



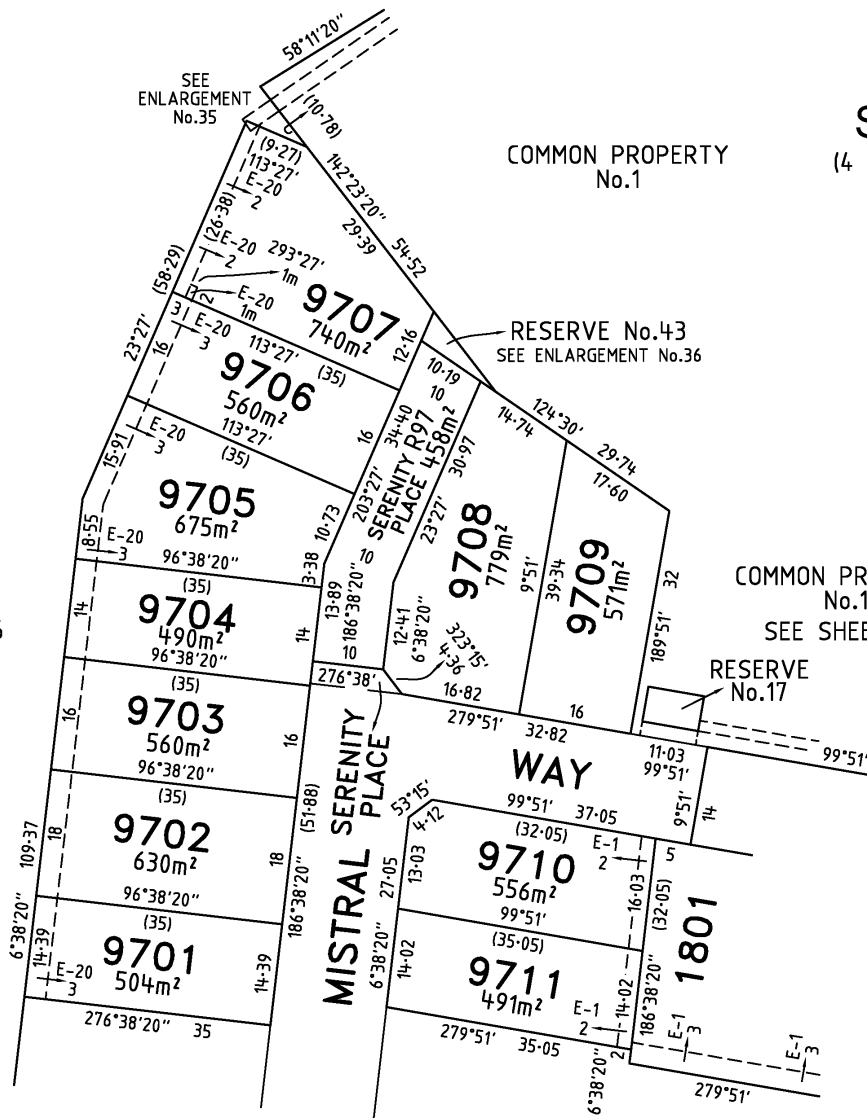
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RESERVE No.43
SEE ENLARGEMENT No.36

COMMON PROPERTY No.1
SEE SHEET 30

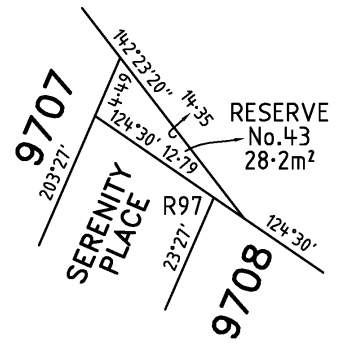
RESERVE No.17

S71
(4 PARTS)
SEE SHEET 6



SEE SHEET 30

SEE SHEET 49



ENLARGEMENT No.36
NOT TO SCALE

MANDALAY

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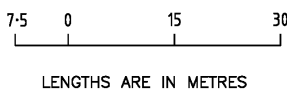
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ORIGINAL

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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

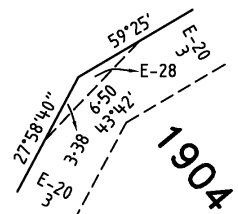
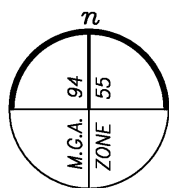
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REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 47

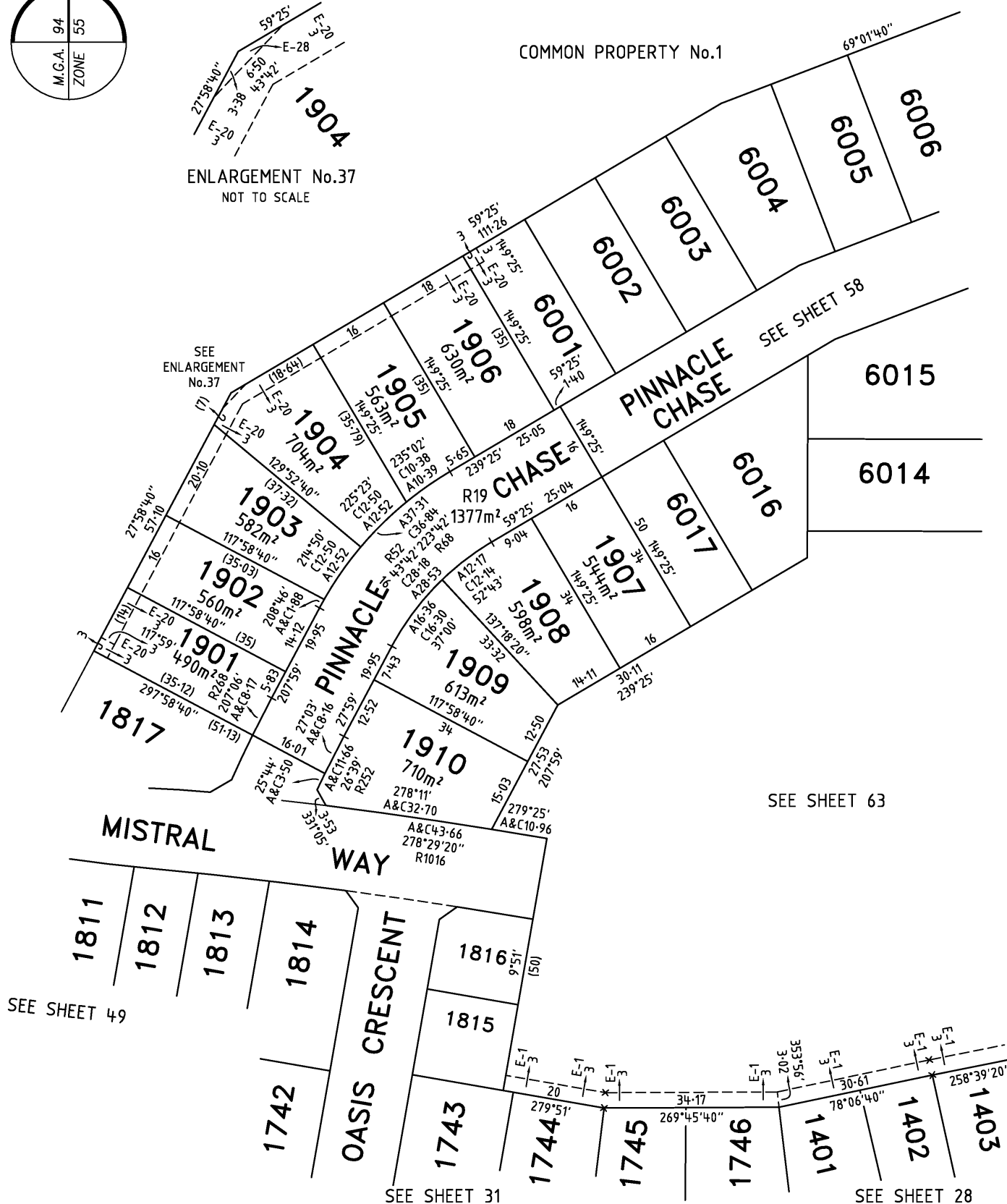
PLAN OF SUBDIVISION

PS 617320S



ENLARGEMENT No.37
NOT TO SCALE

COMMON PROPERTY No.1



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

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LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

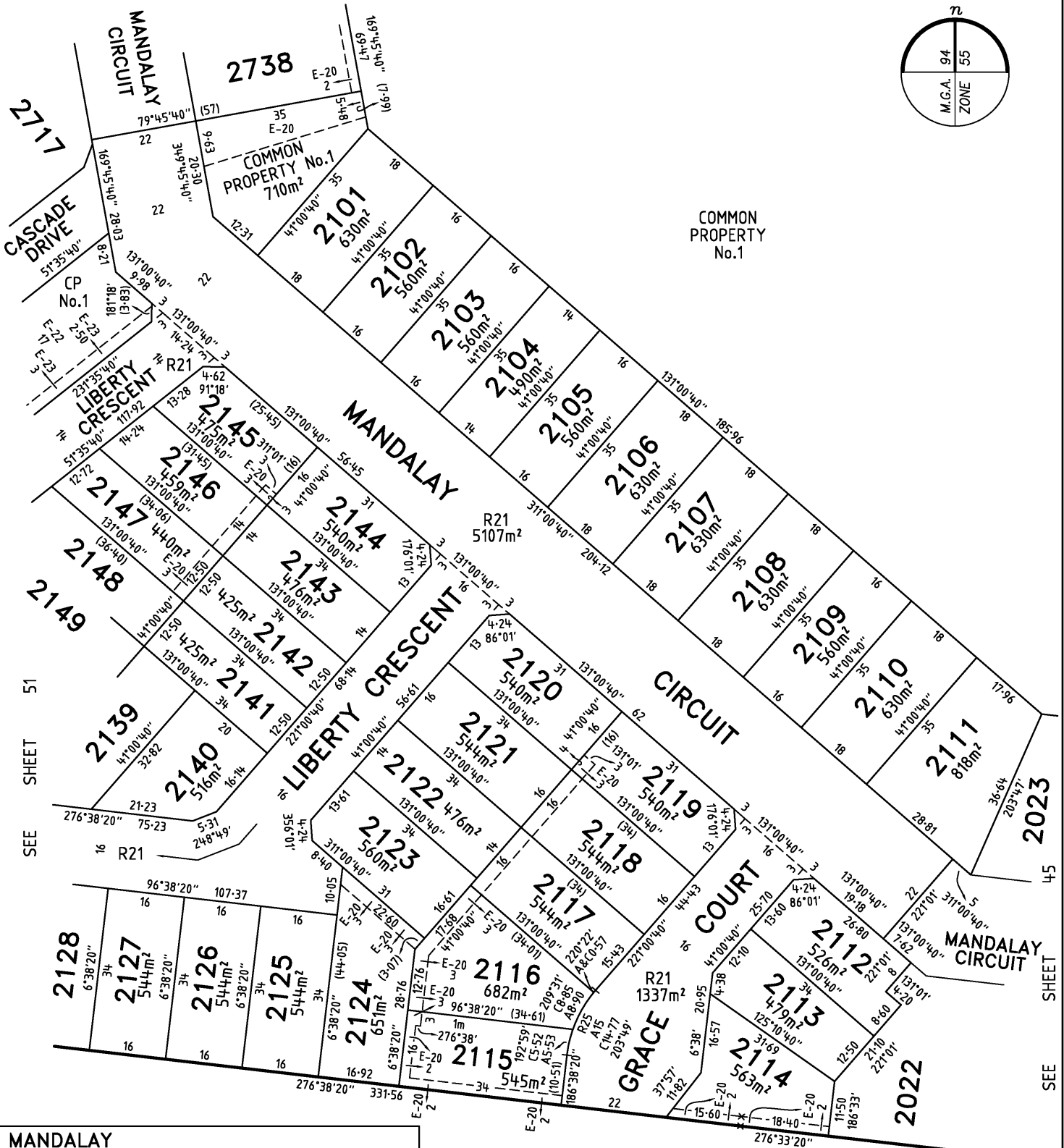
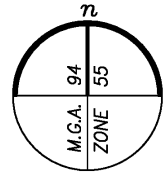
ORIGINAL SHEET SIZE A3
SHEET 48

PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 53



MANDALAY

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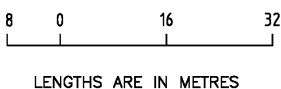


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SHEET
SIZE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

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

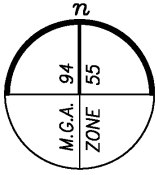
Sheet 50

SEE SHEET 45

PLAN OF SUBDIVISION

Plan Number

PS 617320S



MANDALAY

Bosco Jonson Pty Ltd

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

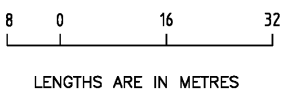


ORIGINAL

SCALE

SCALE
1:800

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

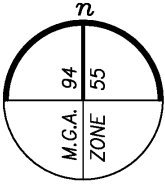
SIGNATURE DATE / /

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

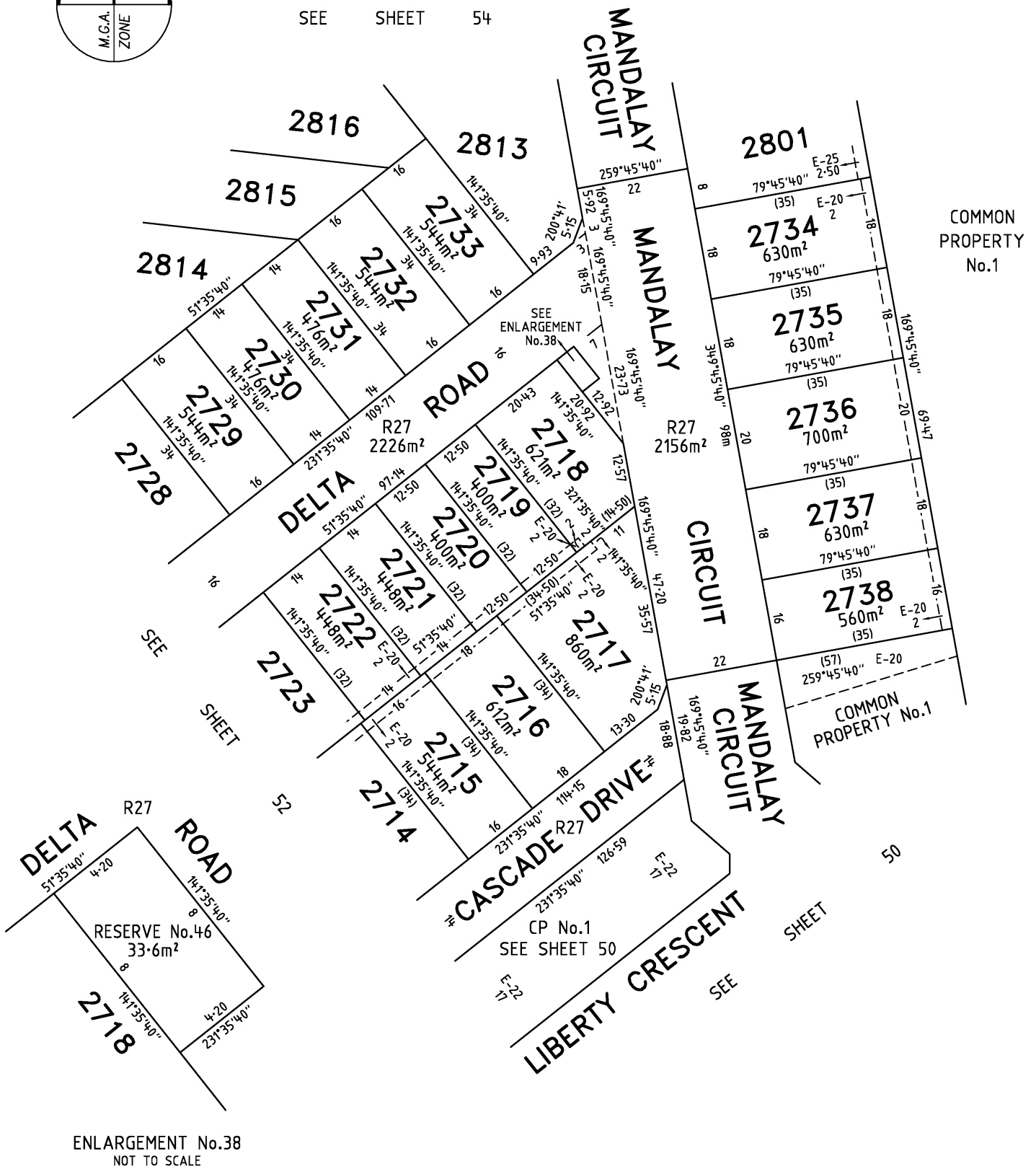
Sheet 51

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



ENLARGEMENT No.38
NOT TO SCALE

MANDALAY

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

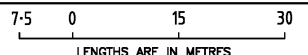


LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

SCALE
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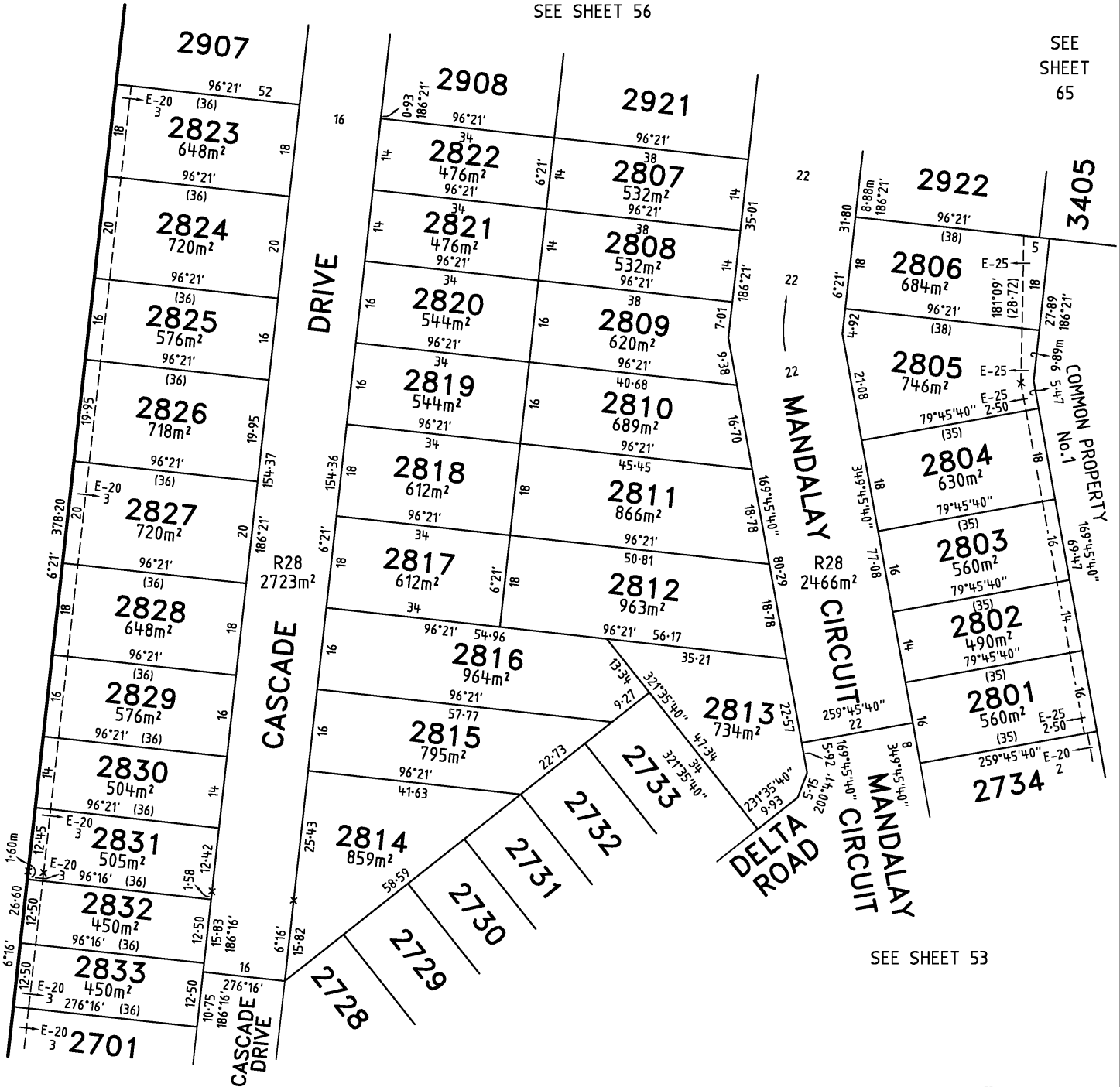
ORIGINAL SHEET SIZE A3
SHEET 53

PLAN OF SUBDIVISION

PS 617320S

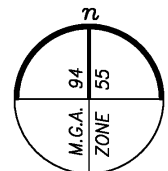
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:800

8 0 16 32
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

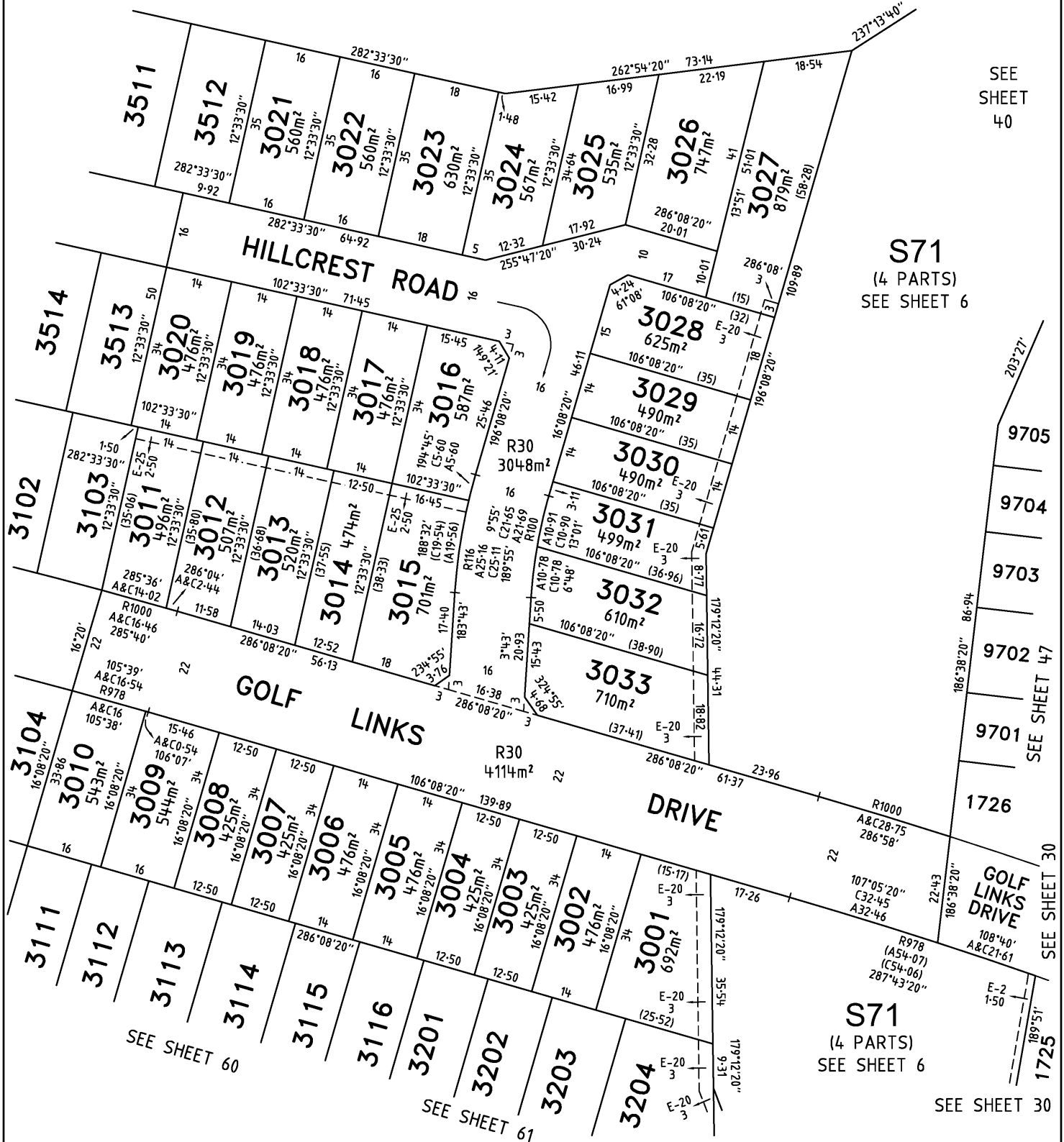
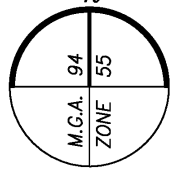
REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 54

PLAN OF SUBDIVISION

PS 617320S

COMMON PROPERTY No.1
SEE SHEET 36



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A

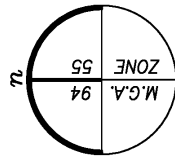
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DRAWING 2461035EA

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LENGTHS ARE IN METRES

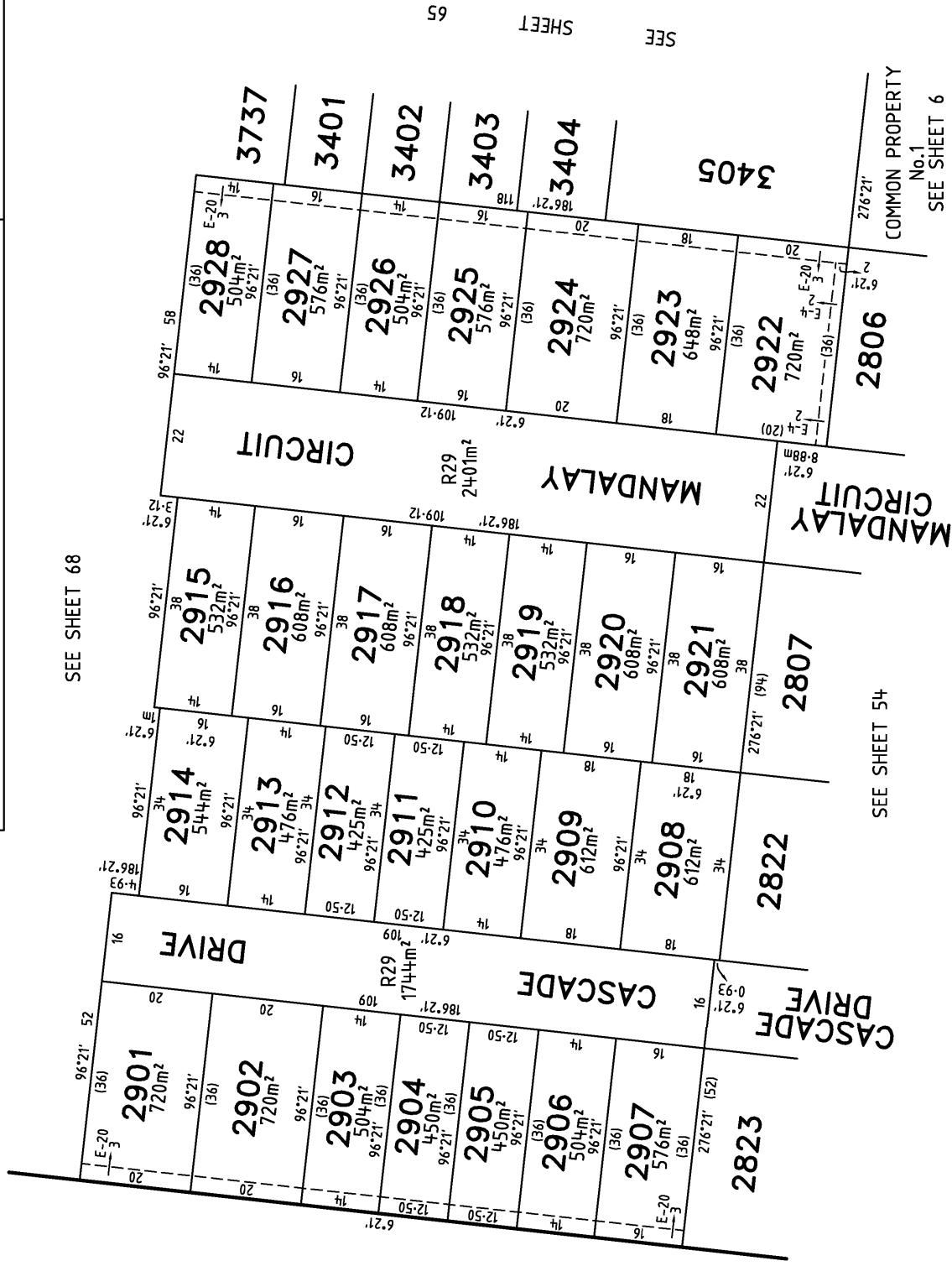
ORIGINAL SHEET SIZE A3

SHEET 55



PLAN OF SUBDIVISION

PS 617320S



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18

REFERENCE 24610333

DRAWING 2461035EA

MANDALAY

MANDALAY

32

SCALE

ORIGINAL SHEET SIZE A3

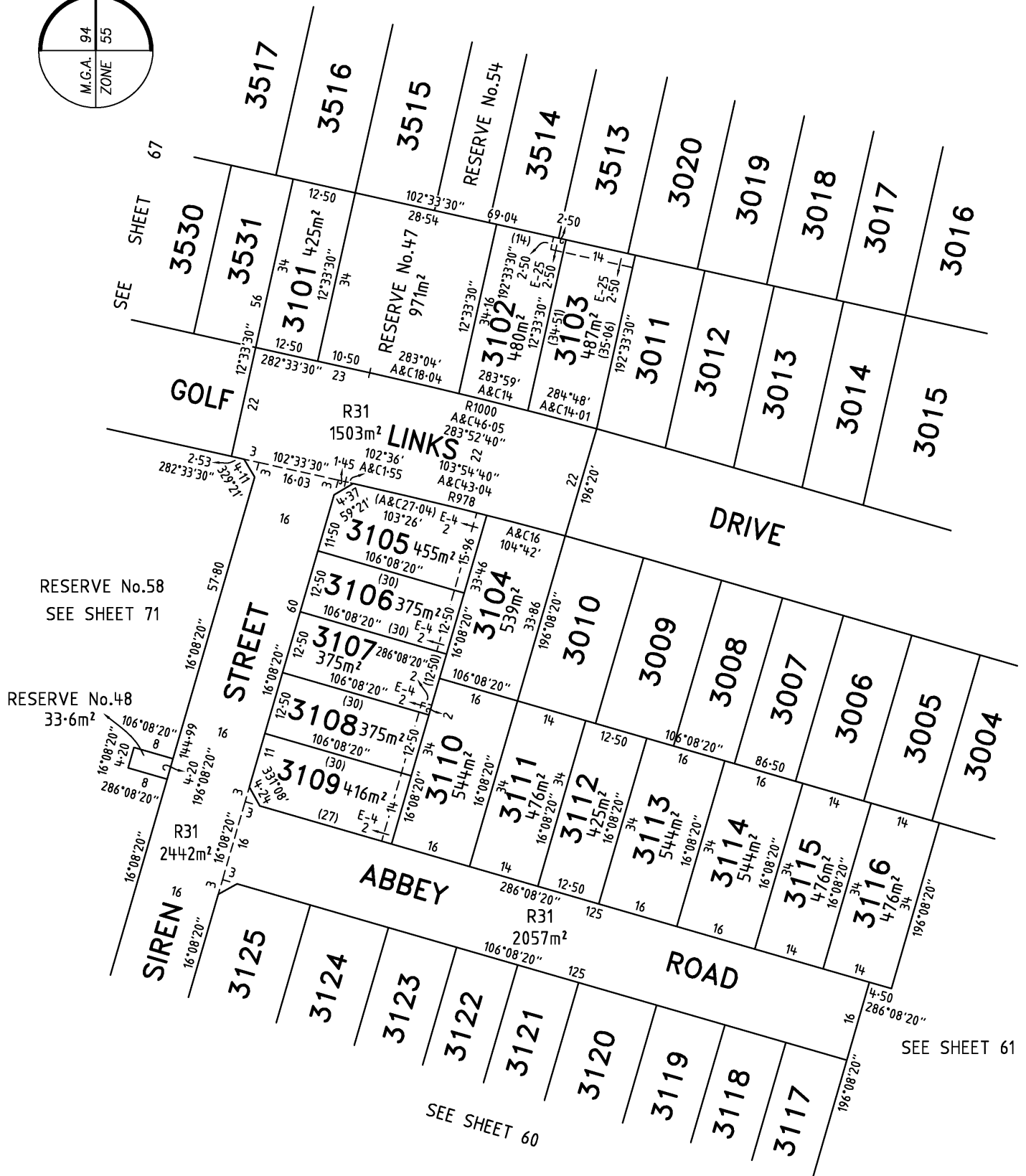
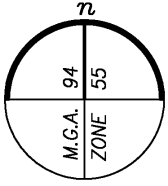
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1:800

SHEET 56

PLAN OF SUBDIVISION

PS 617320S



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

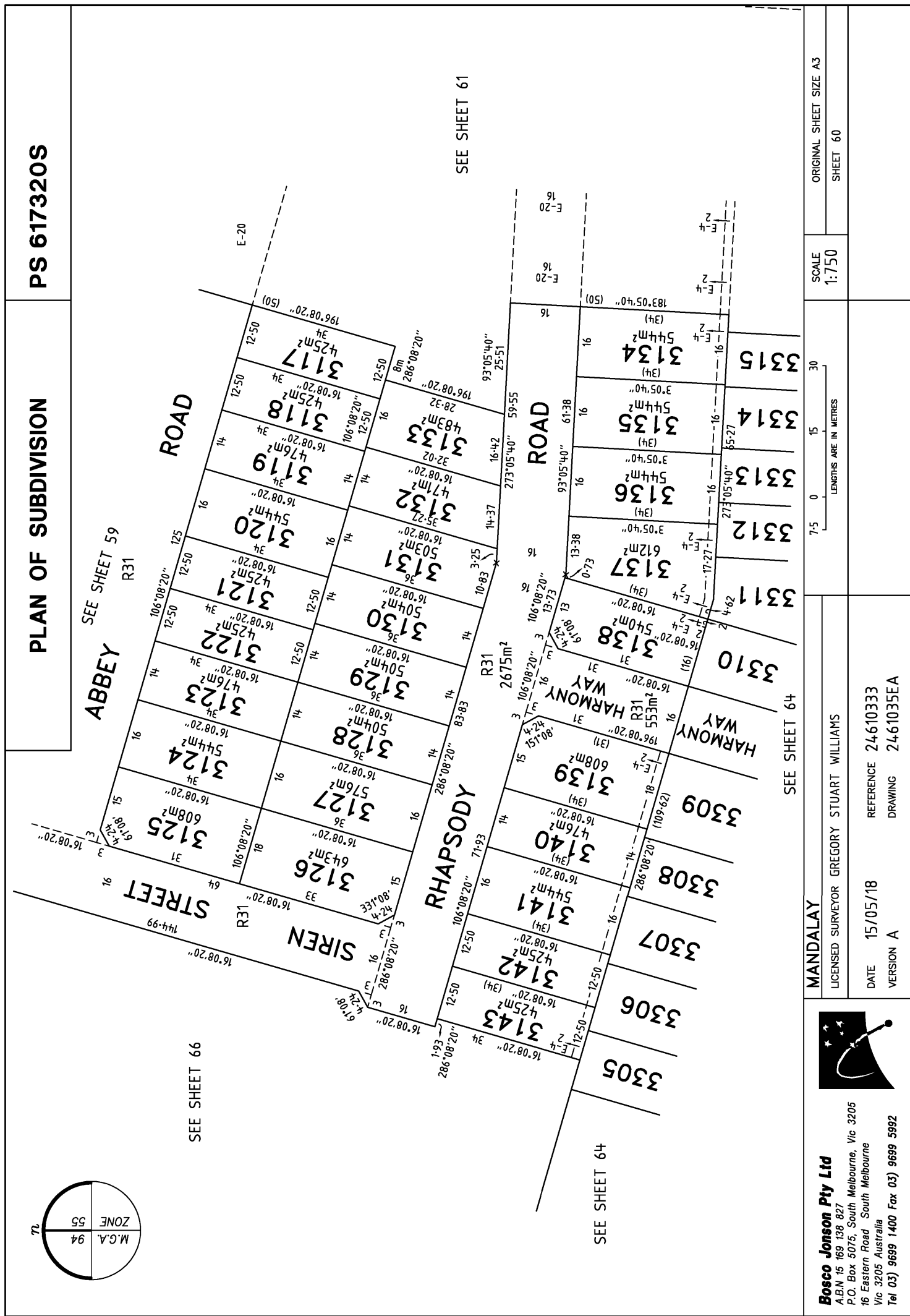
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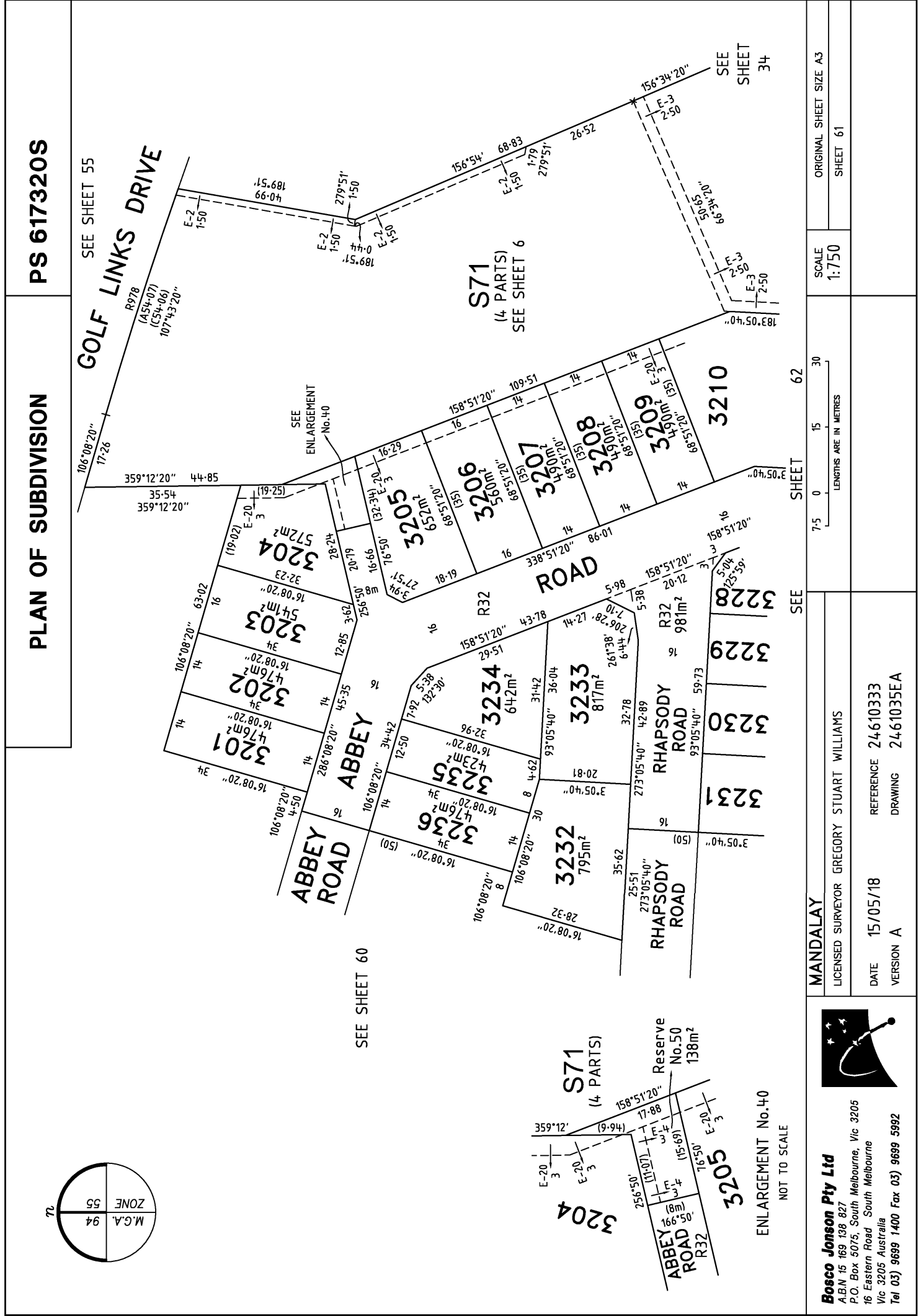
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LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

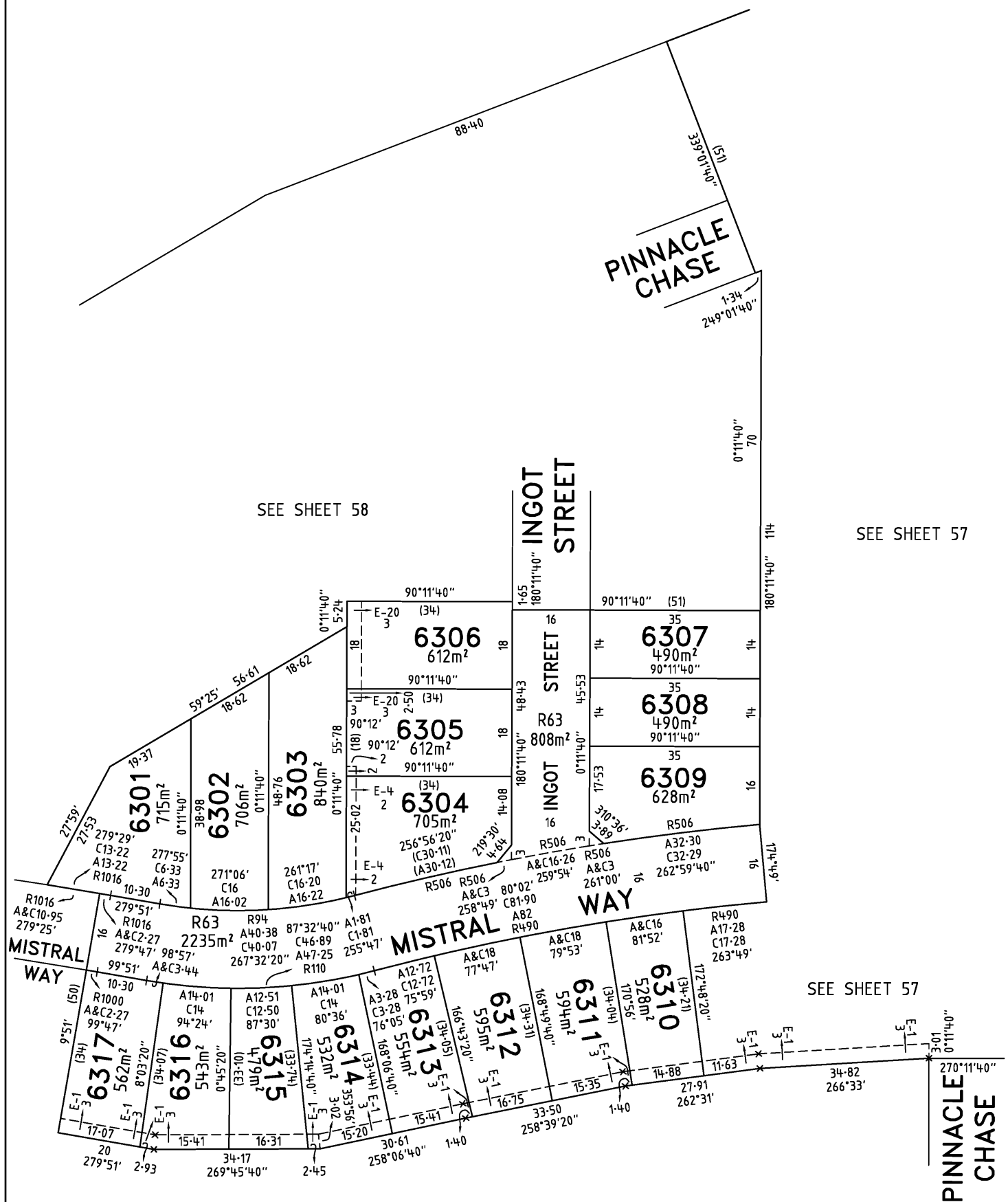
ORIGINAL SHEET SIZE A3
SHEET 59





PLAN OF SUBDIVISION

PS 617320S



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18

VERSION A

REFERENCE 24-610333

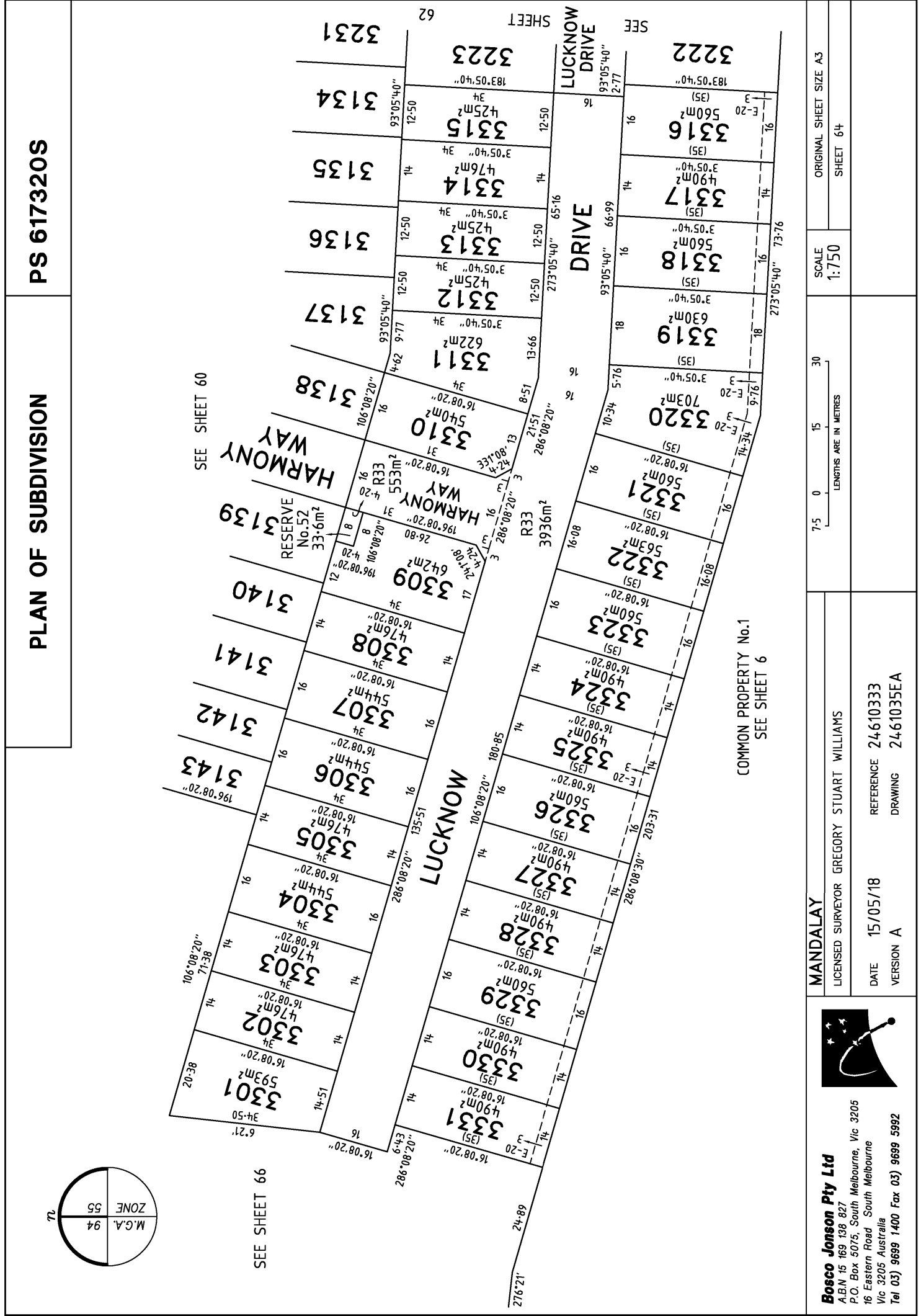
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SCALE
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LENGTHS ARE IN METRES

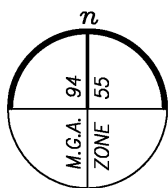
ORIGINAL SHEET SIZE A3

SHEET 63



PLAN OF SUBDIVISION

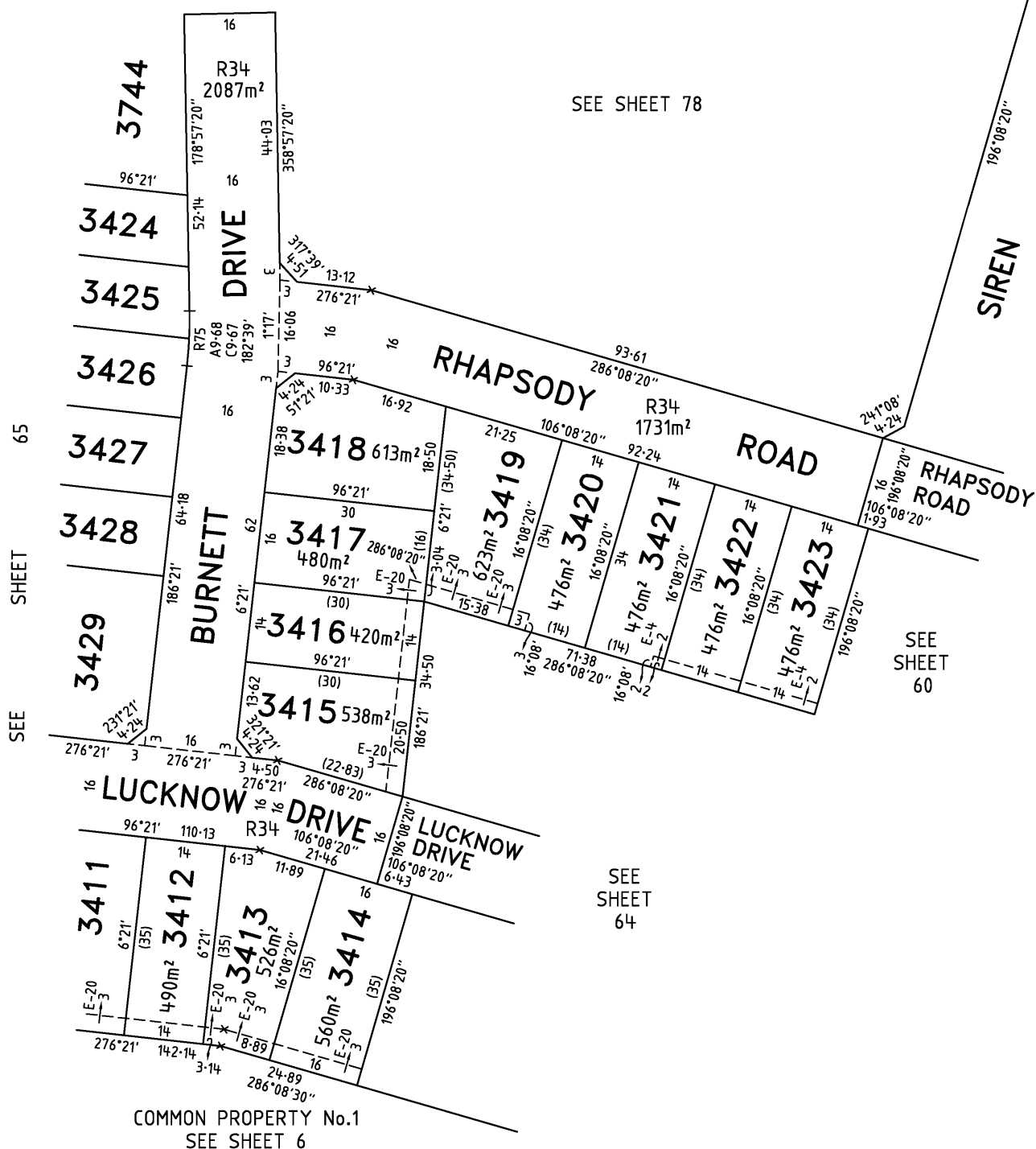
PS 617320S



SEE SHEET 71

SEE SHEET 78

SIREN STREET
SEE SHEET 59



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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750

7.5 0 15 30
LENGTHS ARE IN METRES

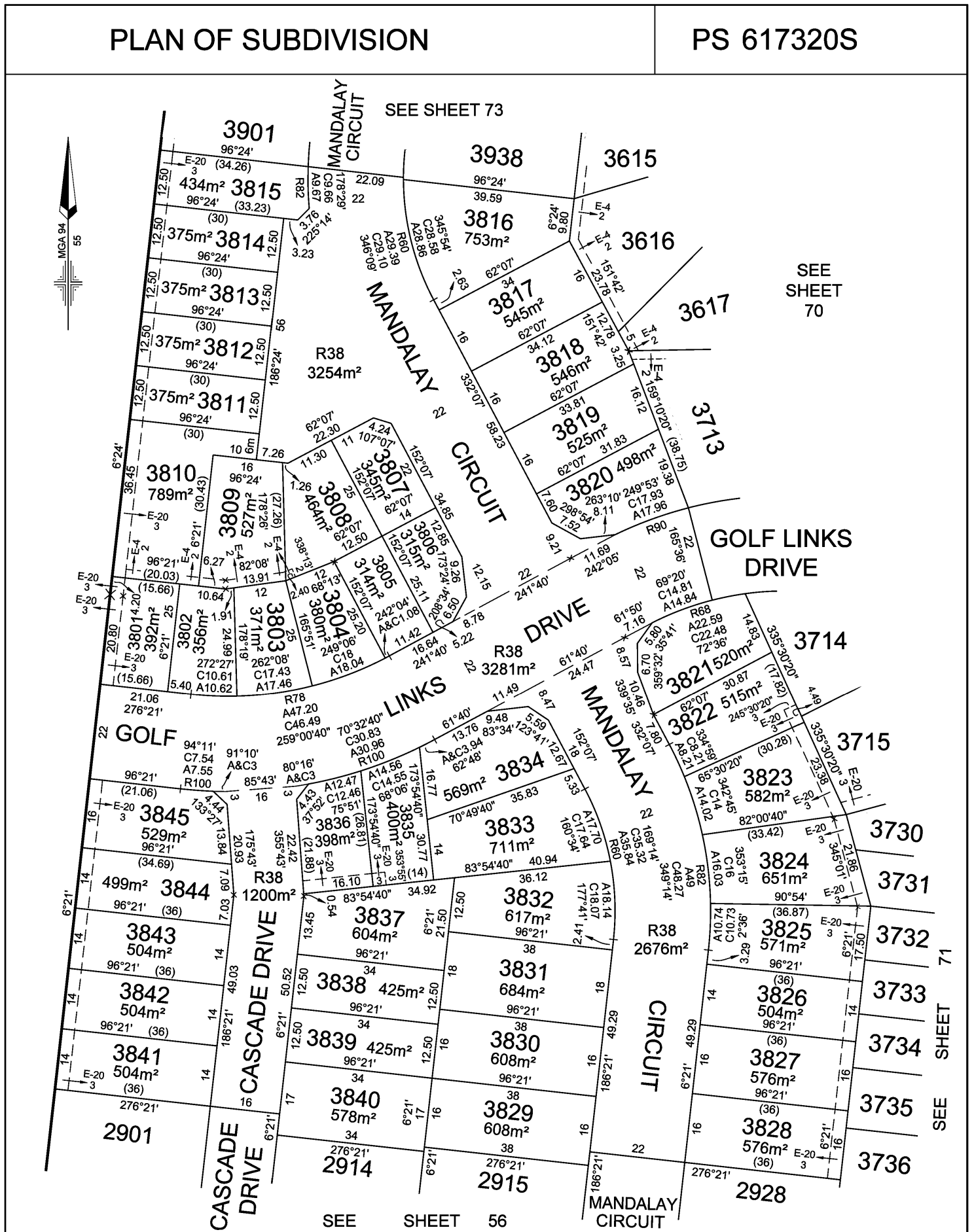
DATE 15/05/18
VERSION A

REFERENCE 24-610343
DRAWING 24-61035EA

ORIGINAL SHEET SIZE A3
SHEET 66

PLAN OF SUBDIVISION

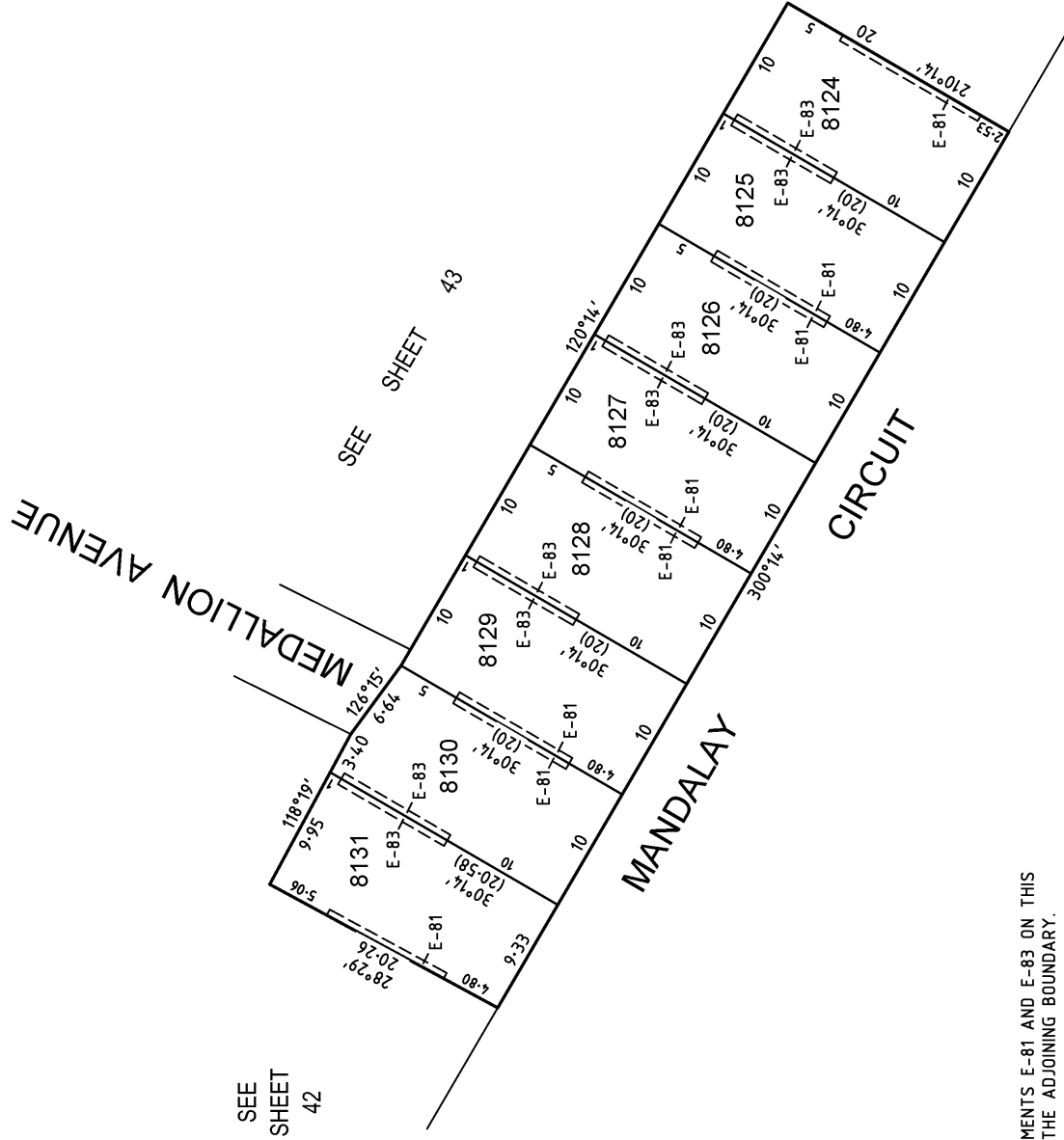
PS 617320S



MANDALAY 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	LICENSED SURVEYOR: ANDREW J. REAY DATE: 23/08/18 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS	SCALE 1:800 0 8 16 24 32 LENGTHS ARE IN METRES 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/-----

SCALE
1/00

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

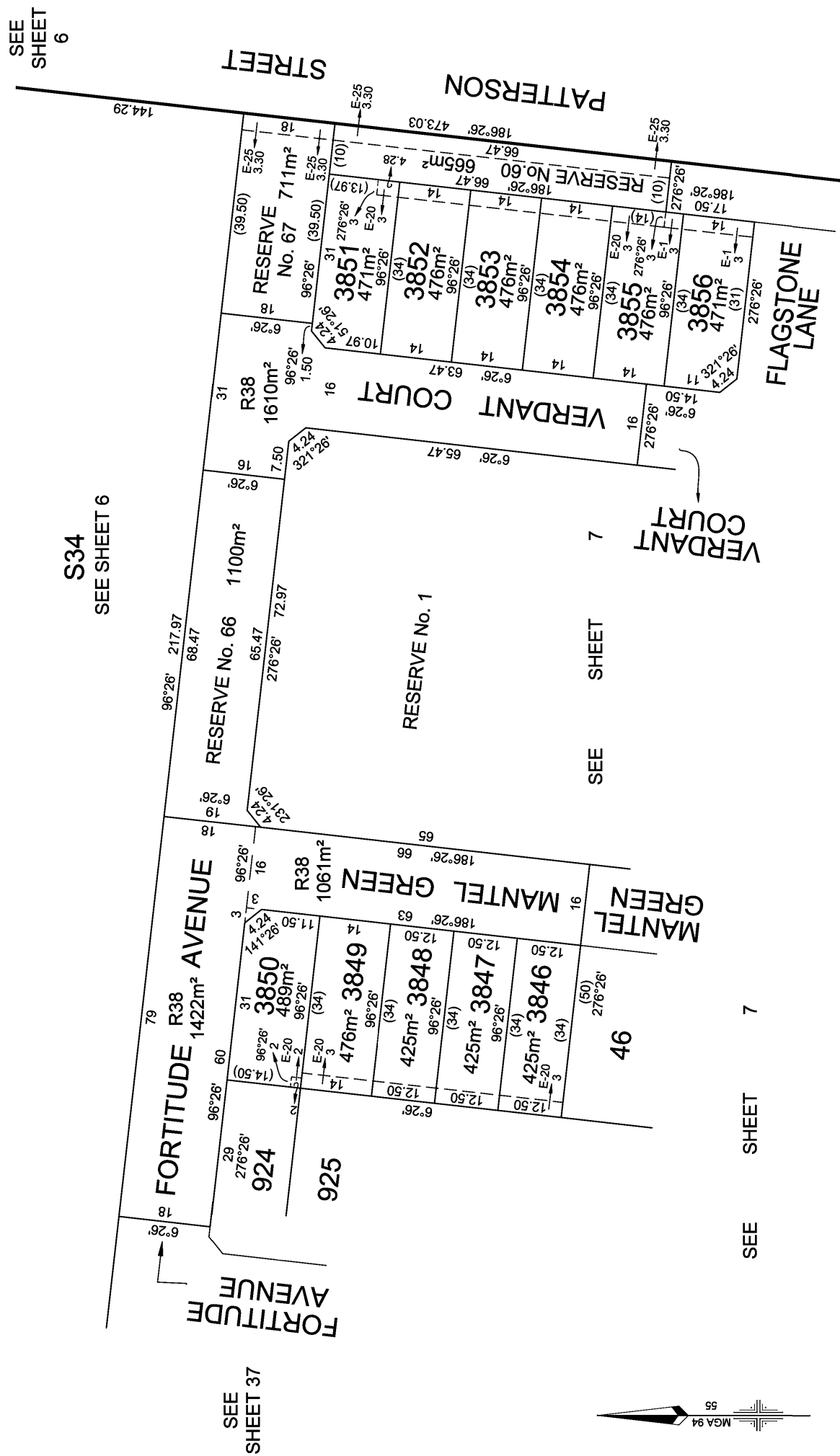
Digitally signed by:
Mitchell Shire Council,
15/10/2015,
SPEAR Ref: S074808A



Melbourne Survey T 9869 0813 F 9869 0901

PLAN OF SUBDIVISION

PS 617320S



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 Lyssna Group Pty Ltd
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 Southbank VIC 3006 Australia
LyssnaGroup.com

MANDALAY - 38	LICENSED SURVEYOR: ANDREW J. REAY	
DATE: 23/08/18	REFERENCE: AA0015	
DRAWING: CM0061AB	DRAWN BY: LS	

SCALE
1:750

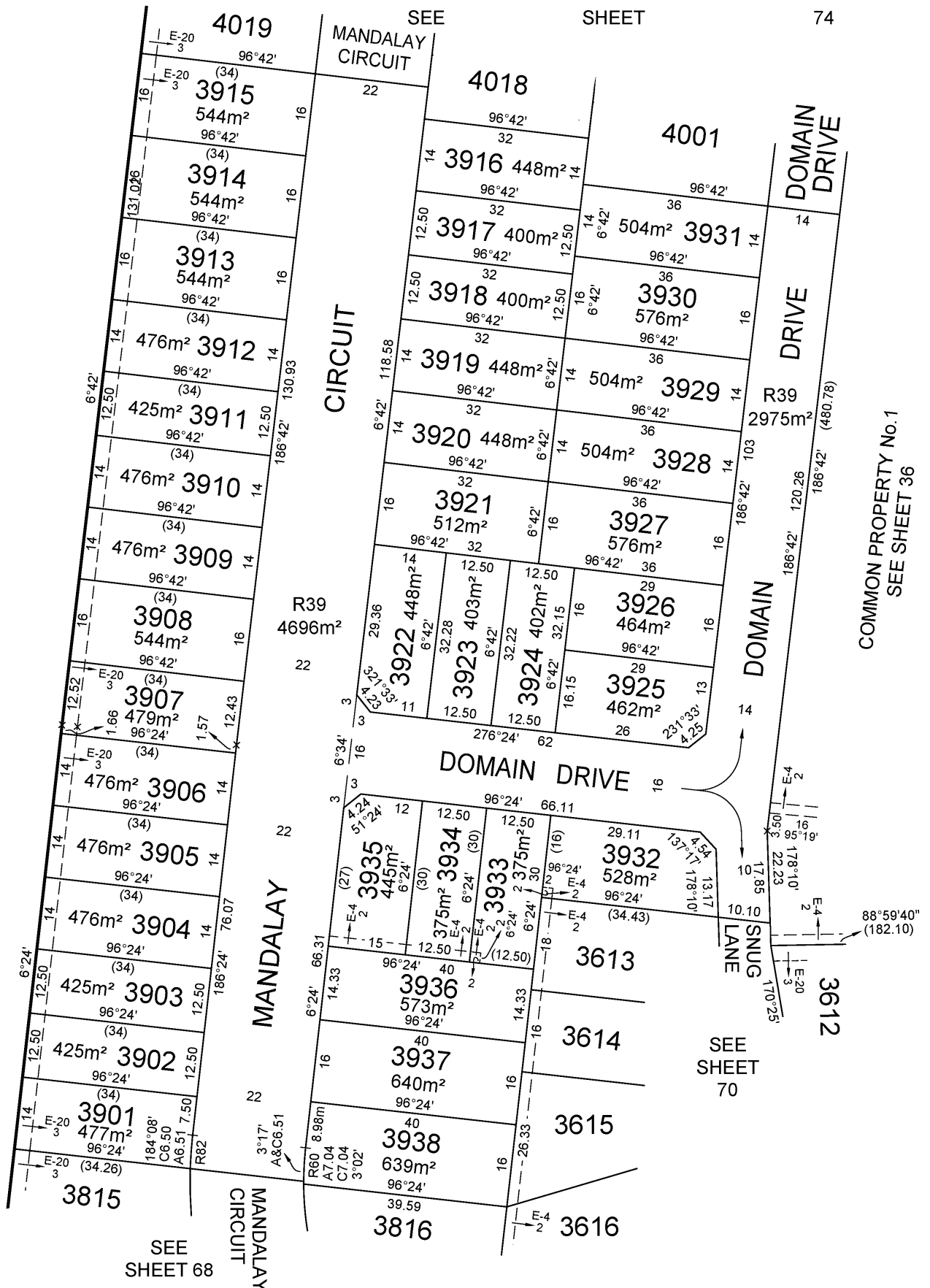
0 7.5 15 22.5 30
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 72

PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES



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Southbank VIC 3006 Australia

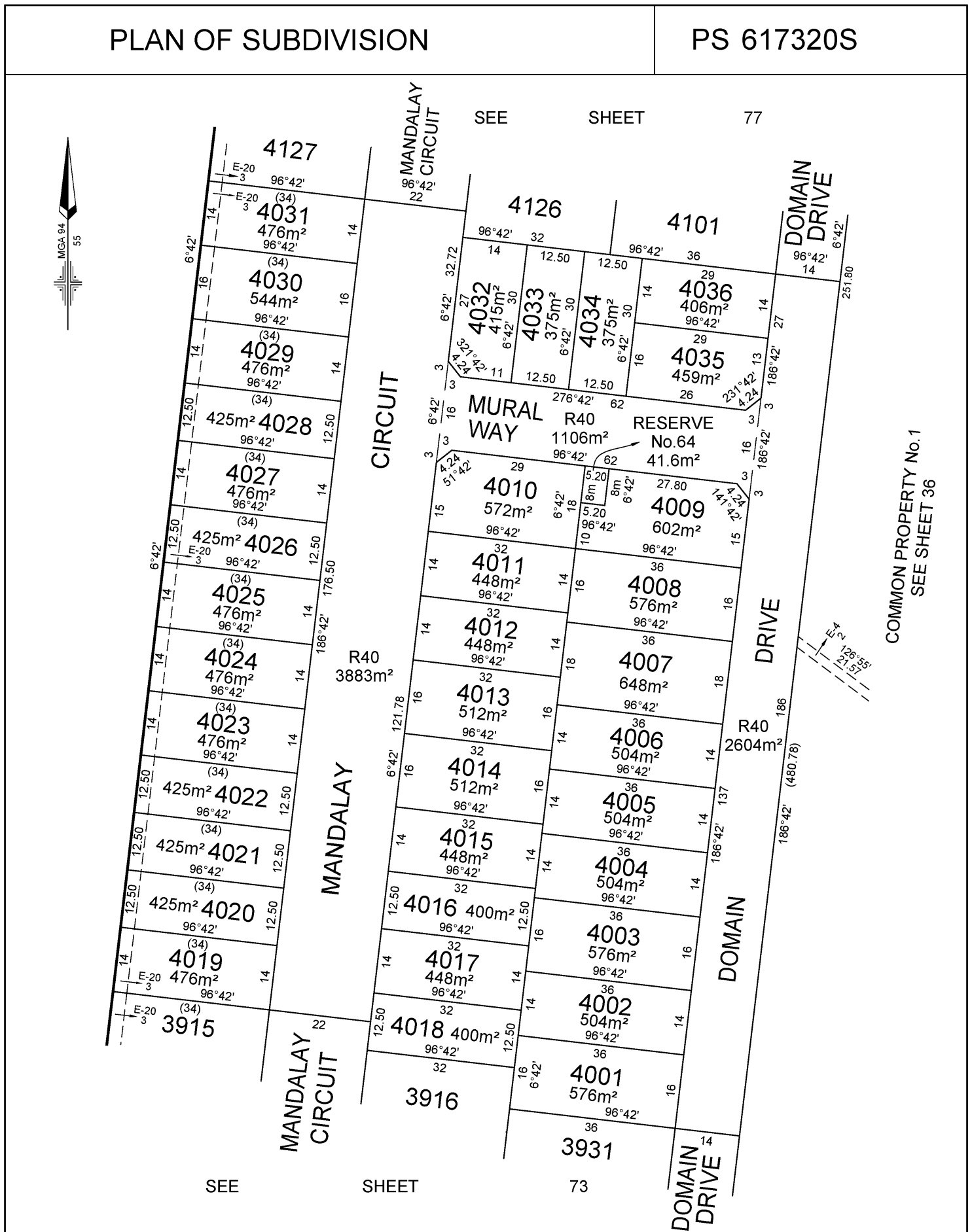
DATE: 07/11/22
DRAWING: CM0064AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 73

PLAN OF SUBDIVISION

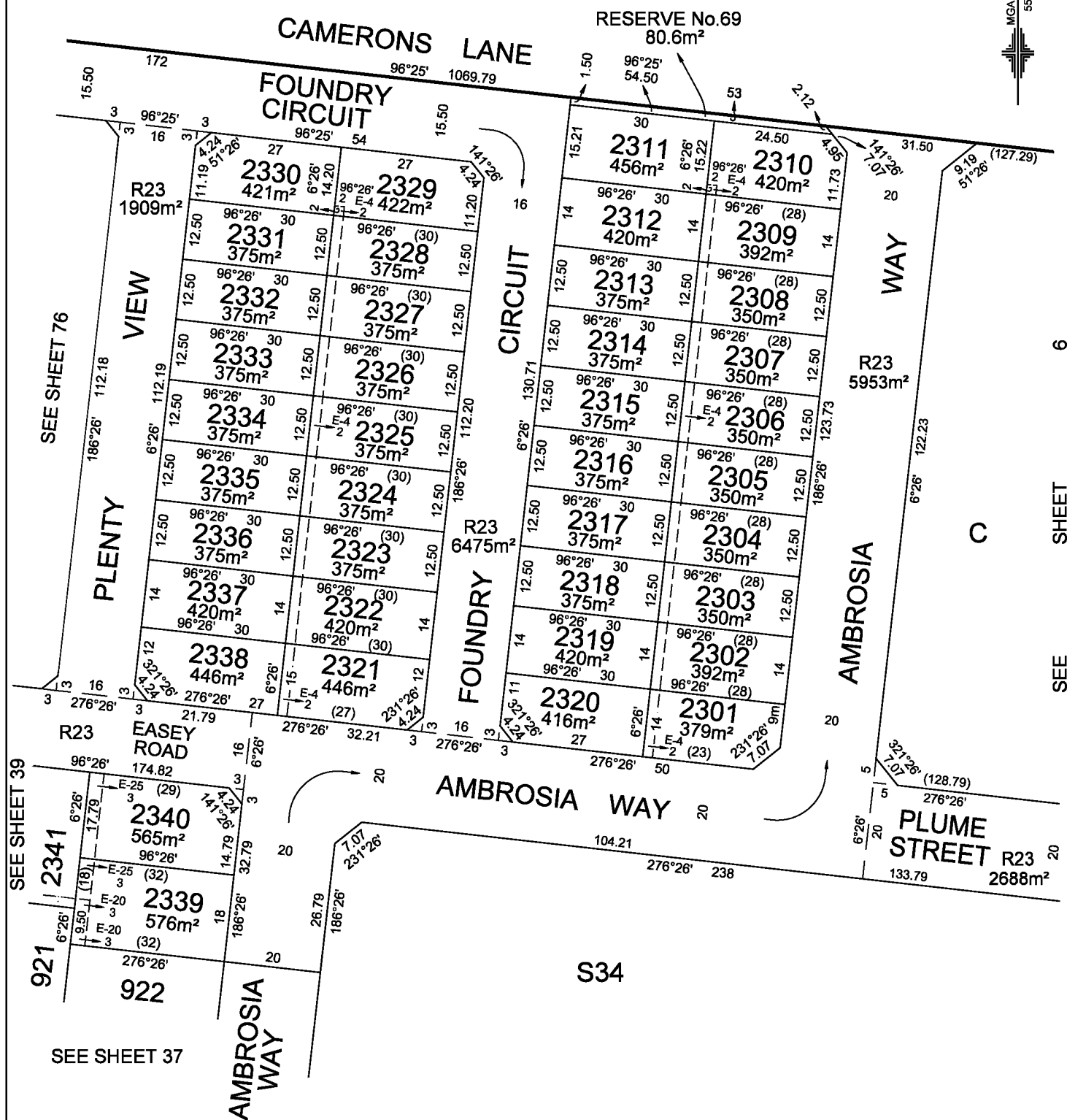
PS 617320S



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	LICENSED SURVEYOR: ANDREW J. REAY DATE: 07/11/22 REFERENCE: AA0015 DRAWING: CM0064AA DRAWN BY: BA	SCALE 1:750 0 7.5 15 22.5 30 LENGTHS ARE IN METRES ORIGINAL SHEET SIZE: A3 SHEET 74

PLAN OF SUBDIVISION

PS 617320S

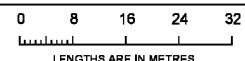


MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:800



DATE: 19/08/22
DRAWING: CM0094AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 75



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

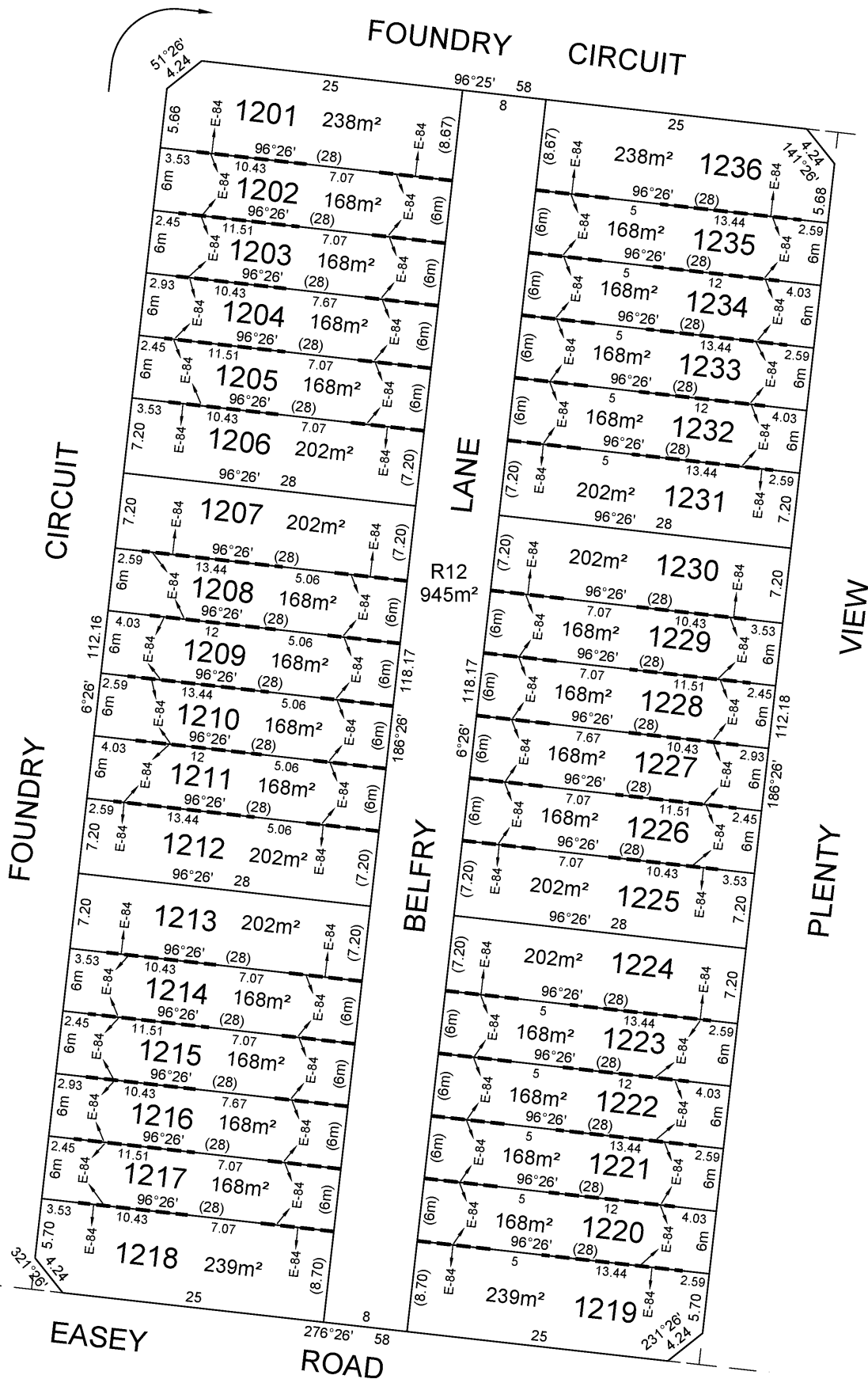
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 39



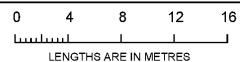
SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:400



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 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

DATE: 17/06/19
 DRAWING: CM0012AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 76

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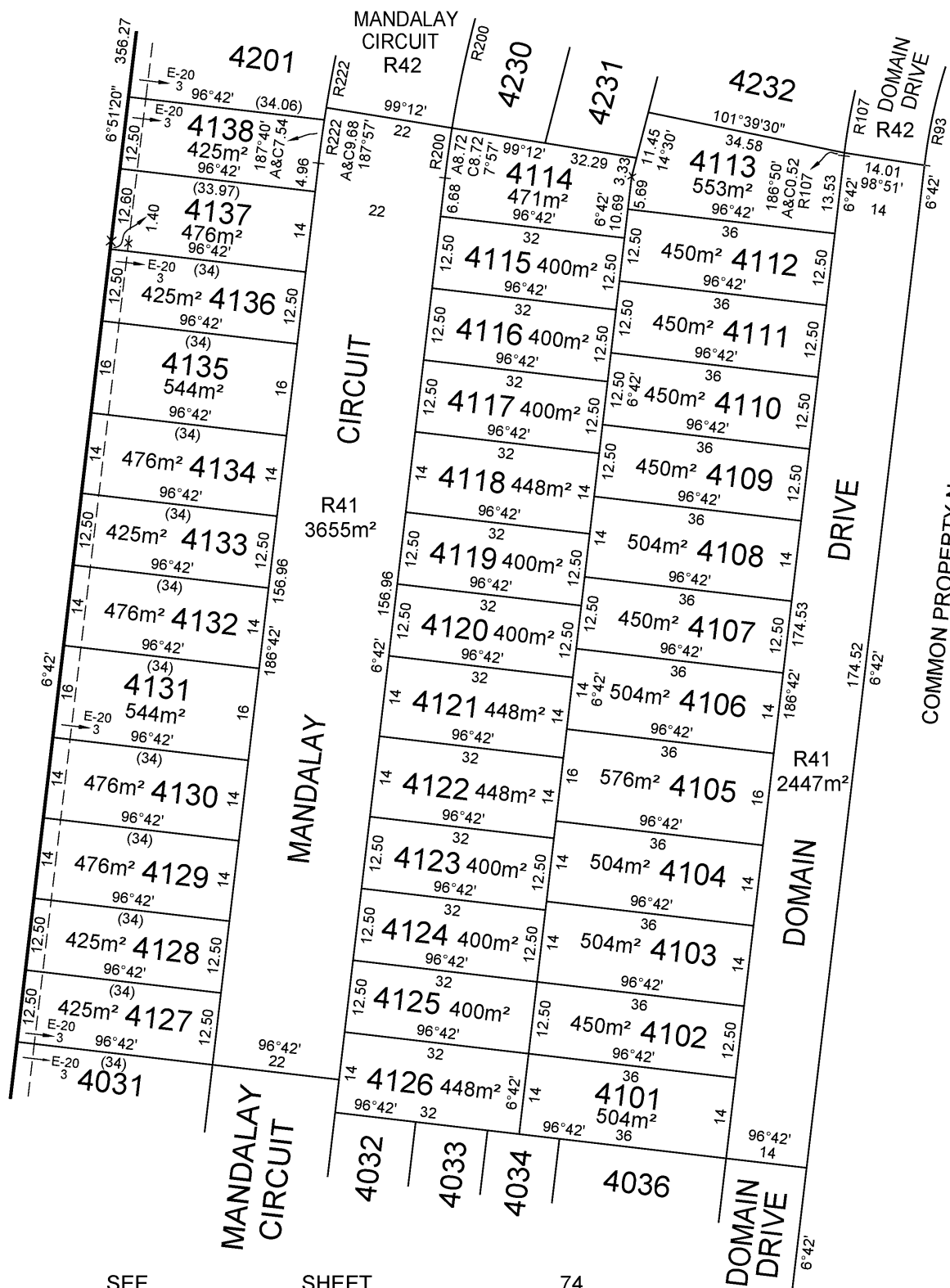
PLAN OF SUBDIVISION

PS 617320S

SEE

SHEET

79



SEE

SHEET

74

COMMON PROPERTY No.1
SEE SHEET 36

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

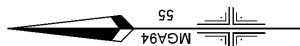


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PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

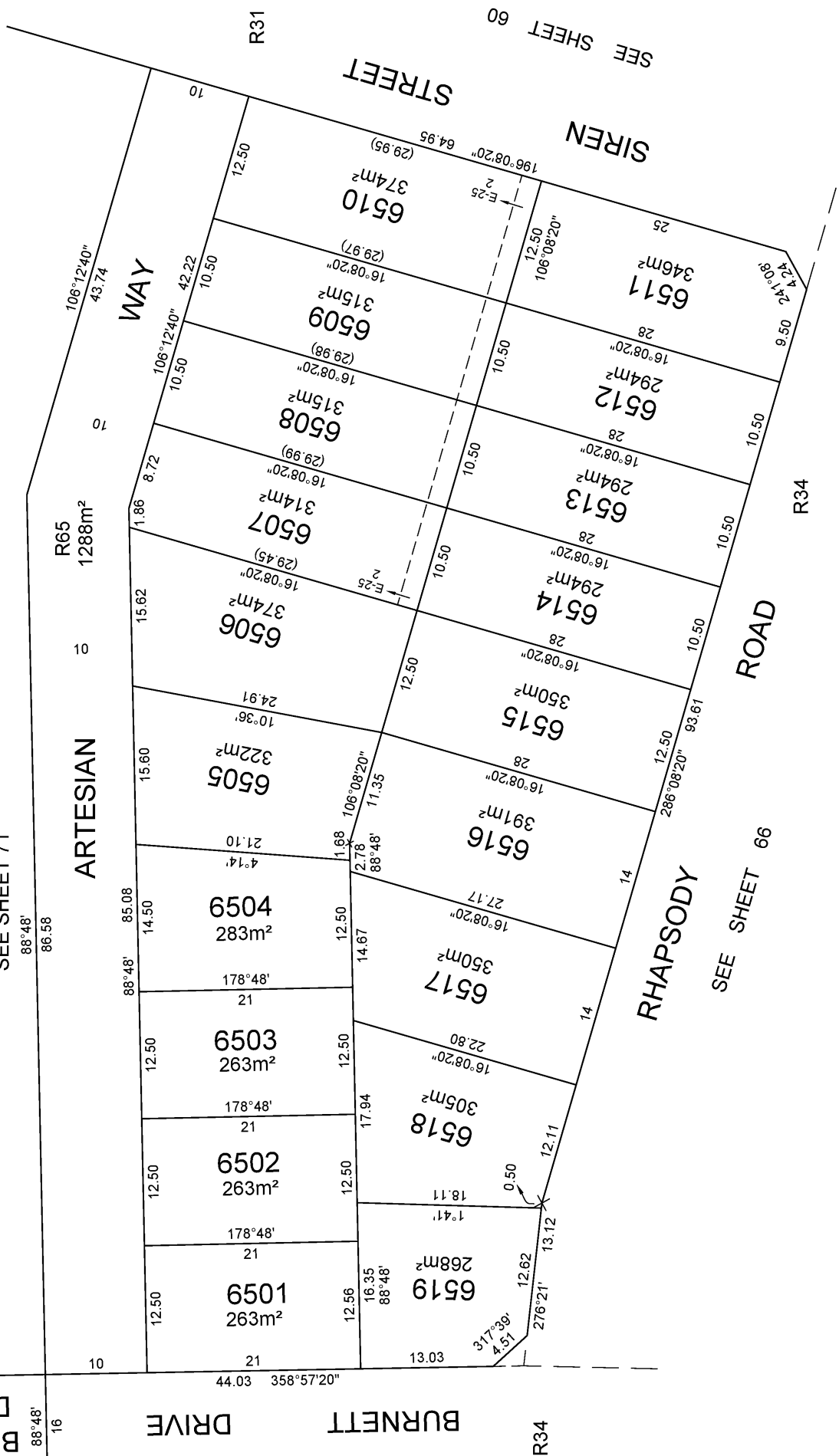
DATE: 03/11/21
DRAWING: CM0042AA

REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 77

RESERVE No.58
SEE SHEET 71

SEE SHEET 66



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LICENSED SURVEYOR: ANDREW J. REAY

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

SCALE
1:400



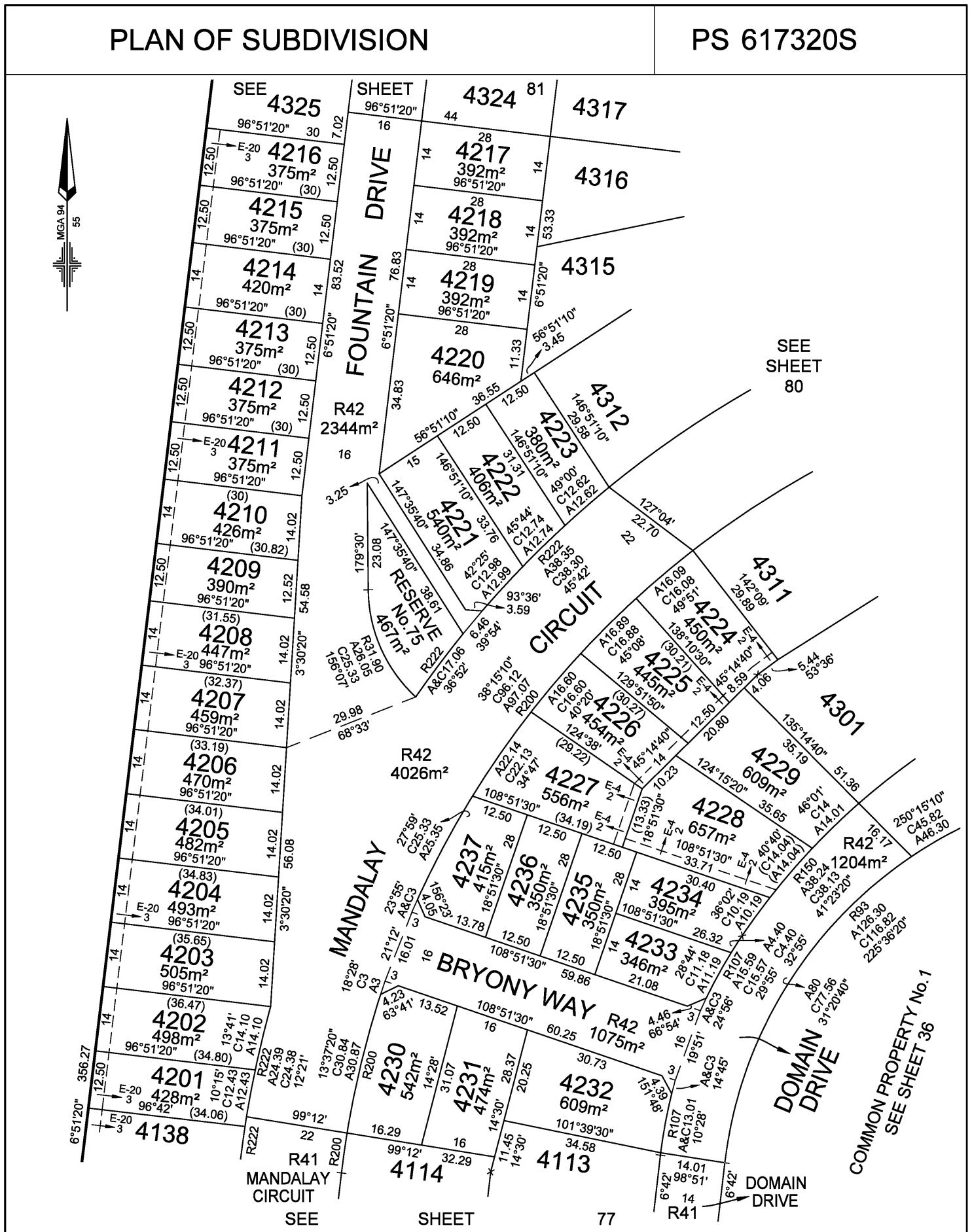
0 4 8 12
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 78

PLAN OF SUBDIVISION

PS 617320S



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PLAN OF SUBDIVISION

PS 617320S

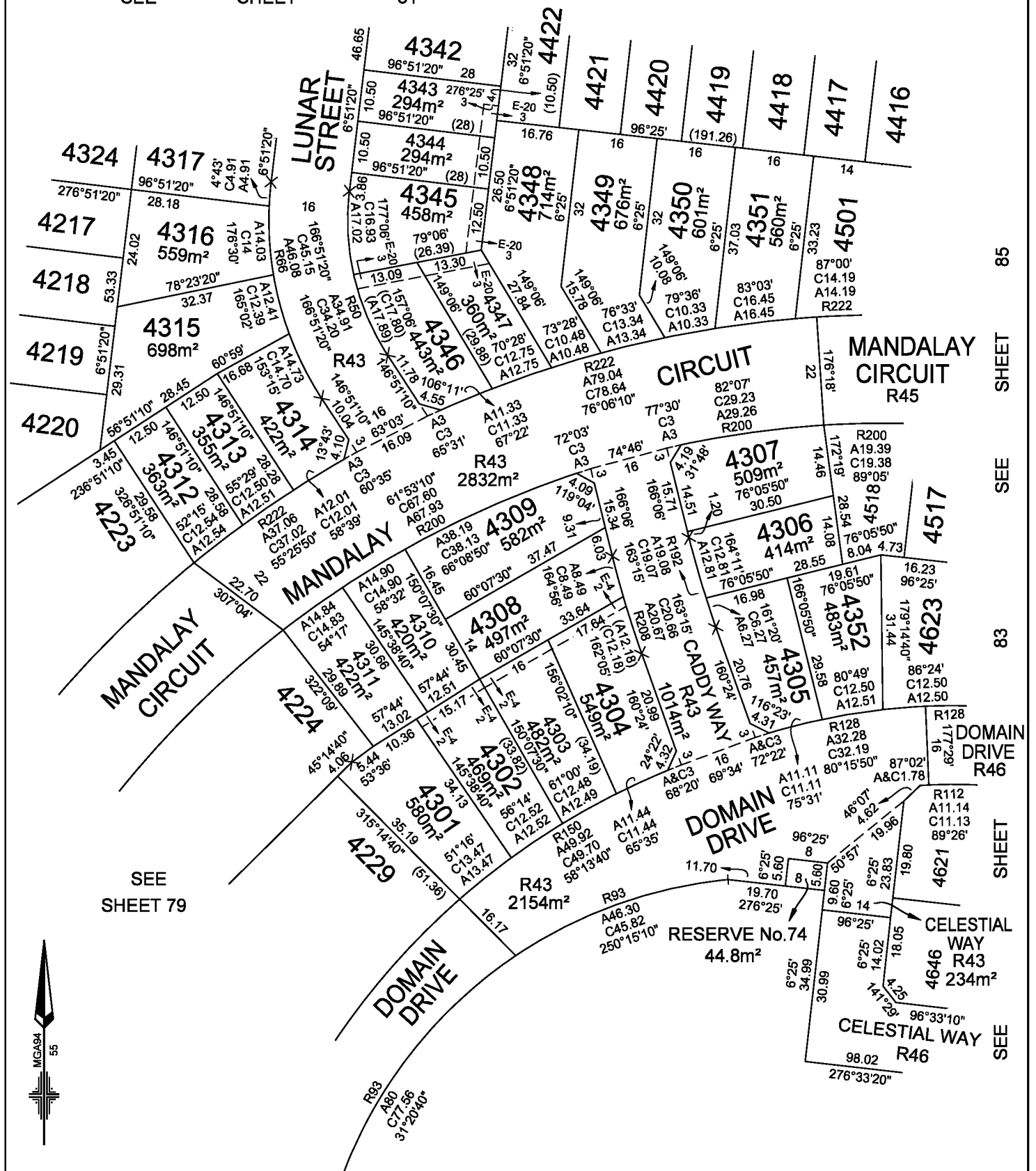
SEE

SHEET

81

SEE SHEET

82



SEE
SHEET 79

SEE

SHEET

85

SEE

SHEET

83

SEE

SHEET

80

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES



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PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

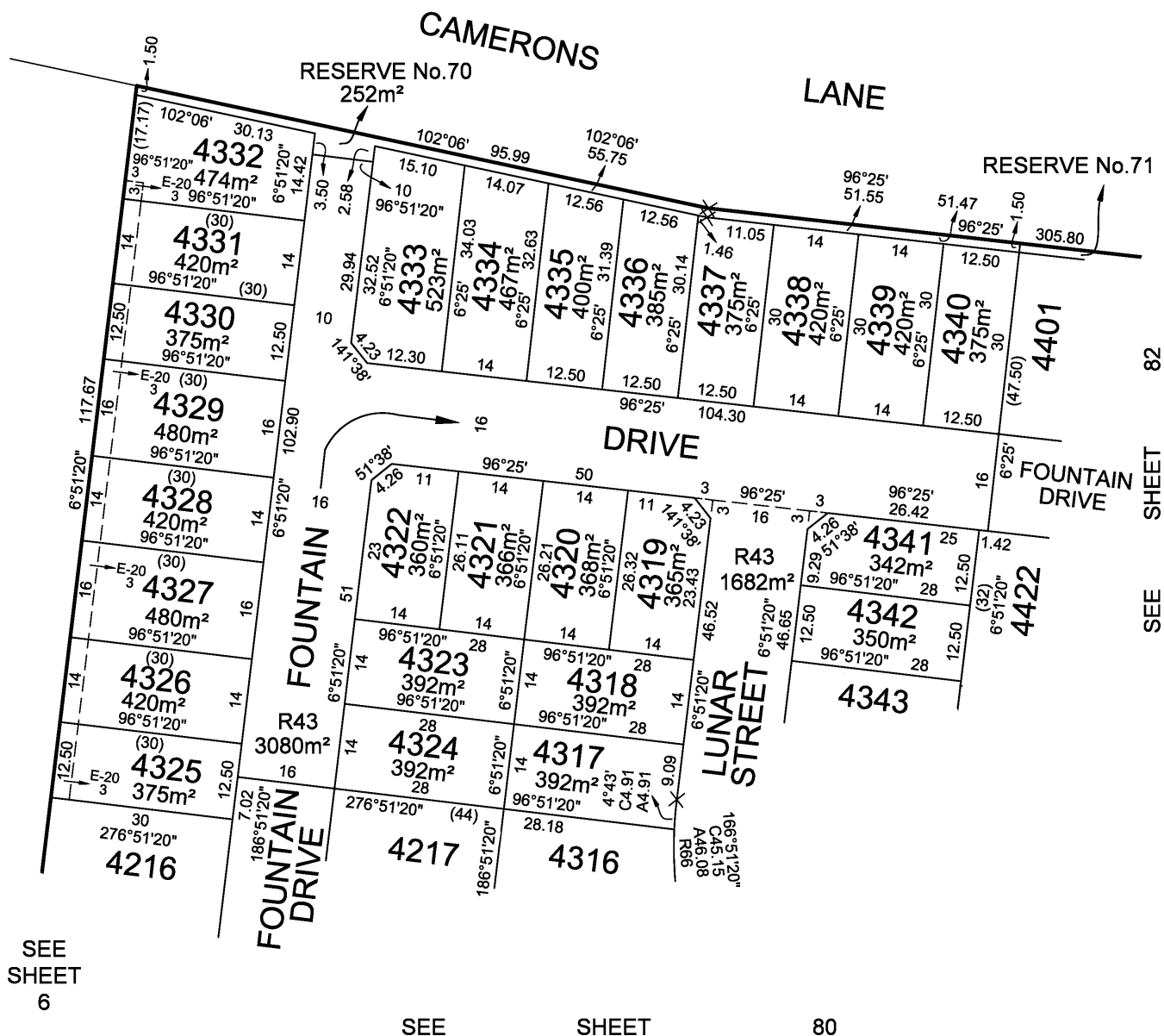
DATE: 19/08/22
DRAWING: CM0045AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 80

PLAN OF SUBDIVISION

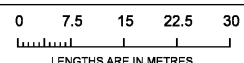
PS 617320S



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LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



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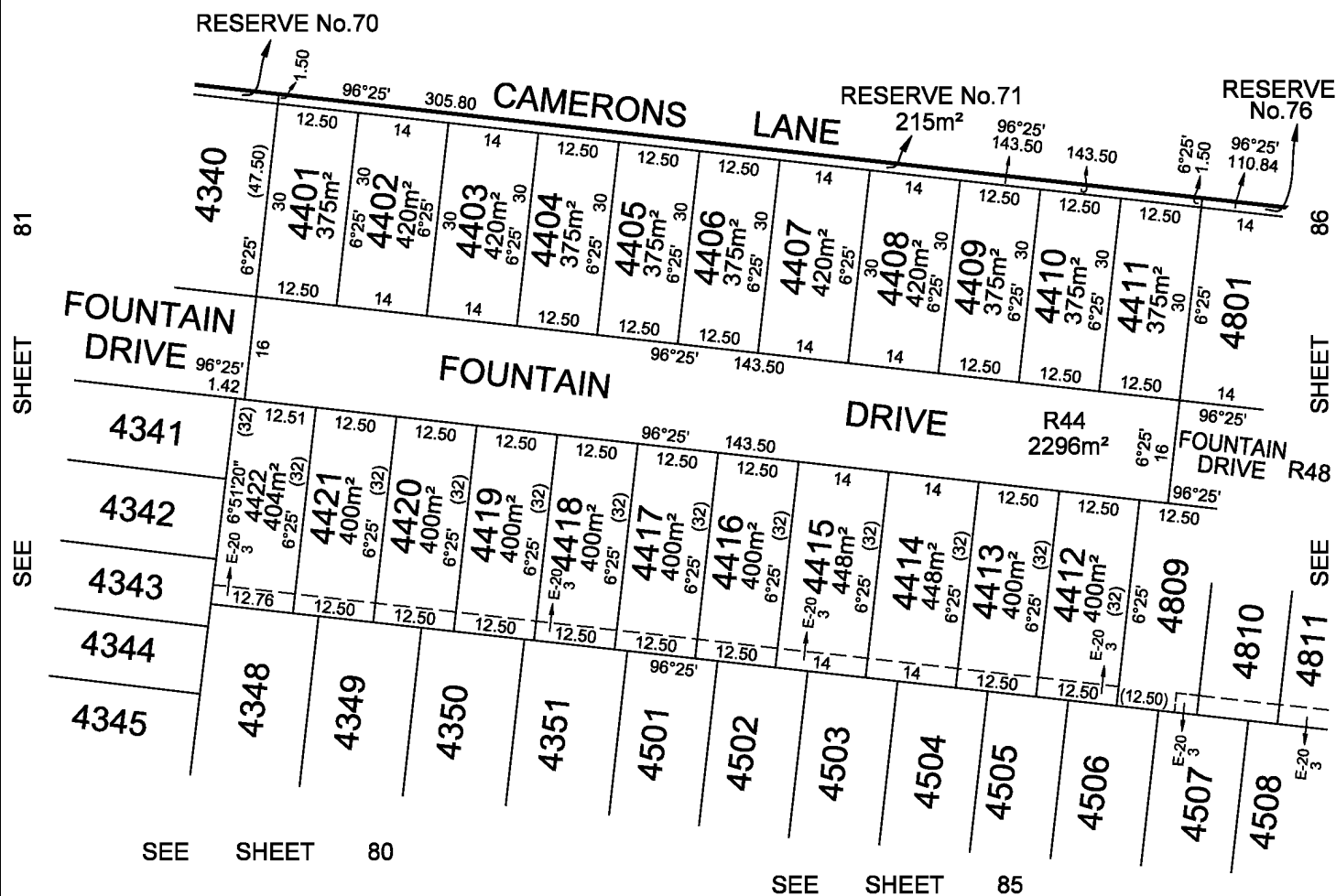
DATE: 27/05/22
DRAWING: CM044AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 81

PLAN OF SUBDIVISION

PS 617320S



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LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES



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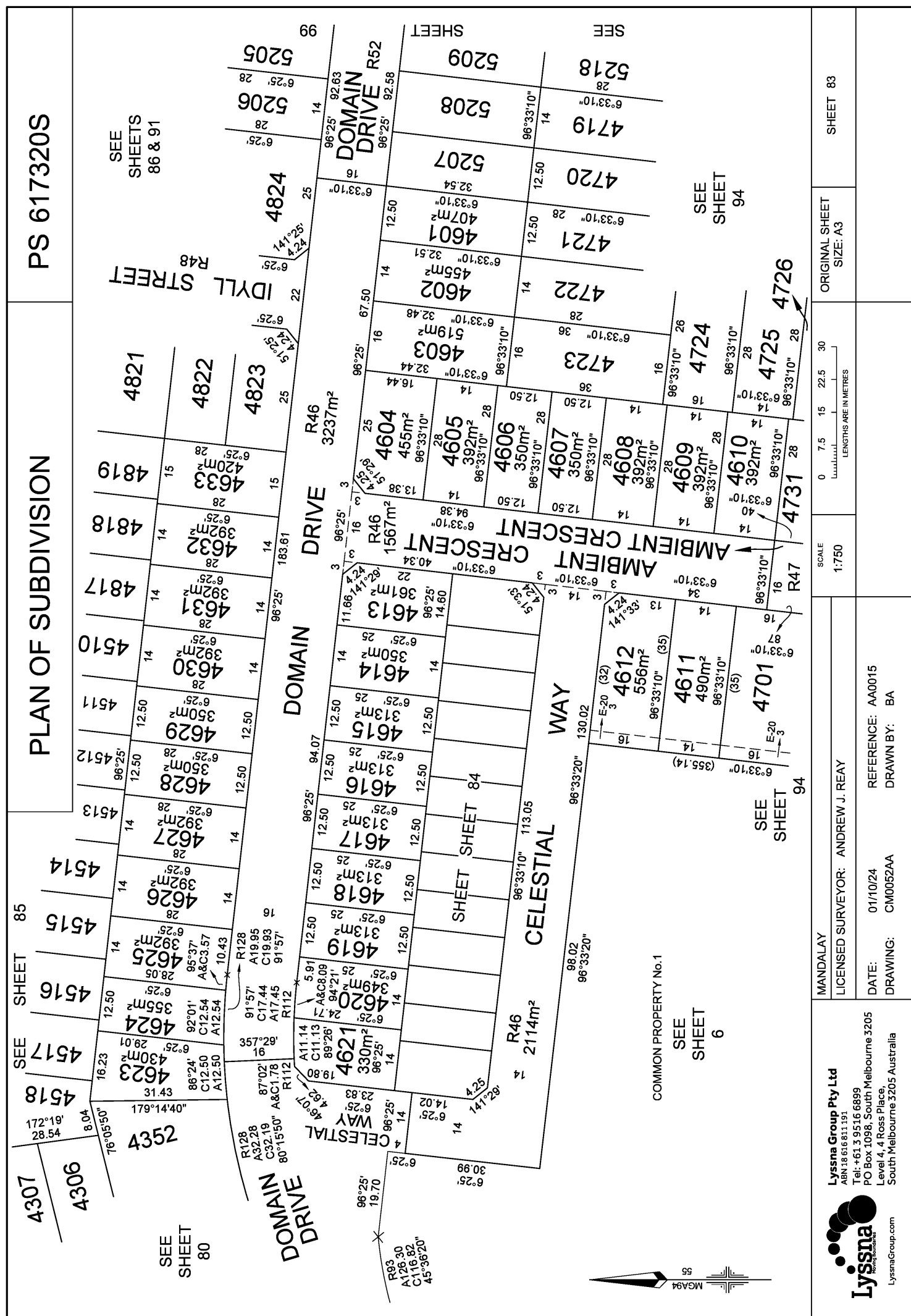
DATE: 19/08/22

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REFERENCE: AA0015

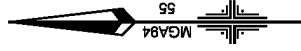
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 82

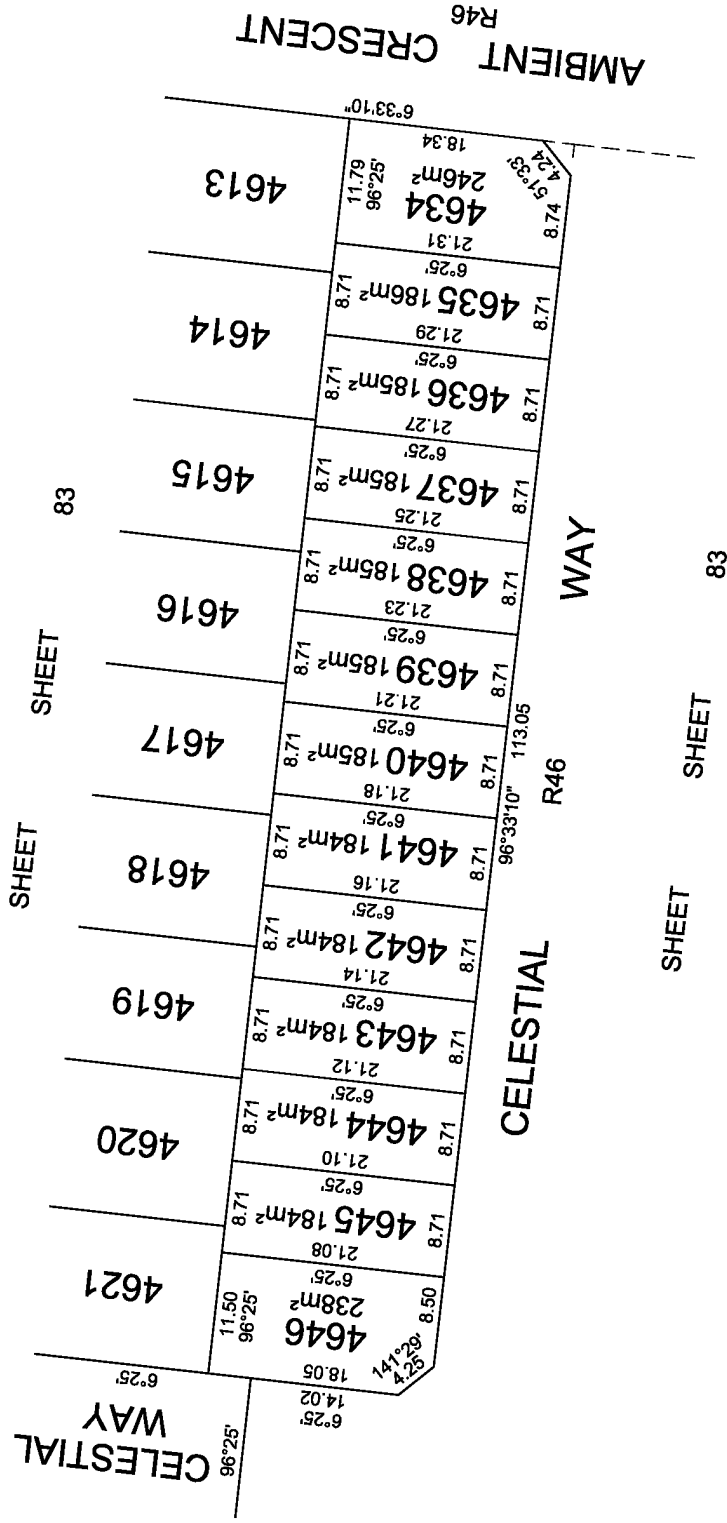


PLAN OF SUBDIVISION

PS 617320S



SEE
SHEET
83



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 Southbank VIC 3006 Australia



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LICENSED SURVEYOR: ANDREW J. REAY

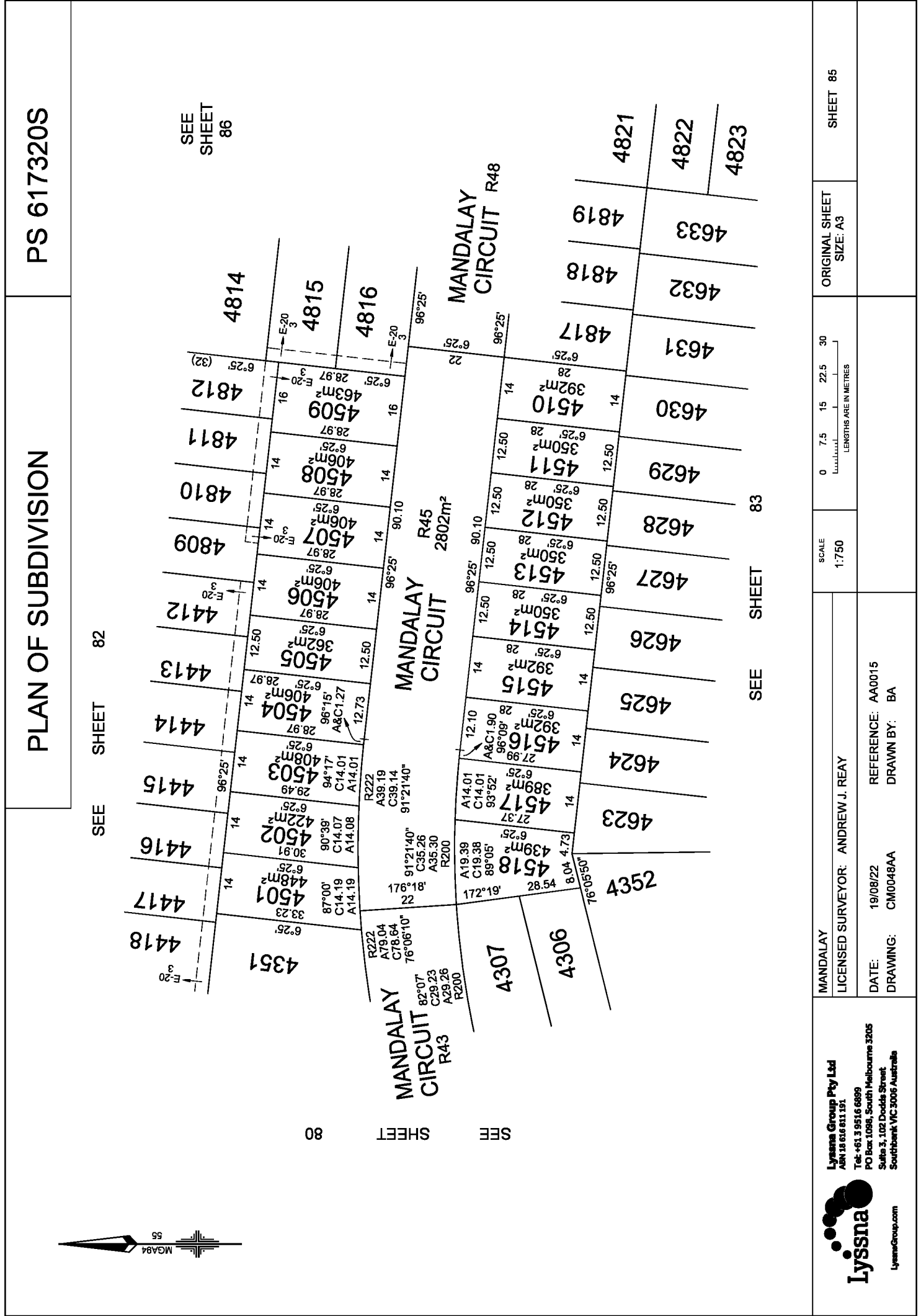
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SCALE
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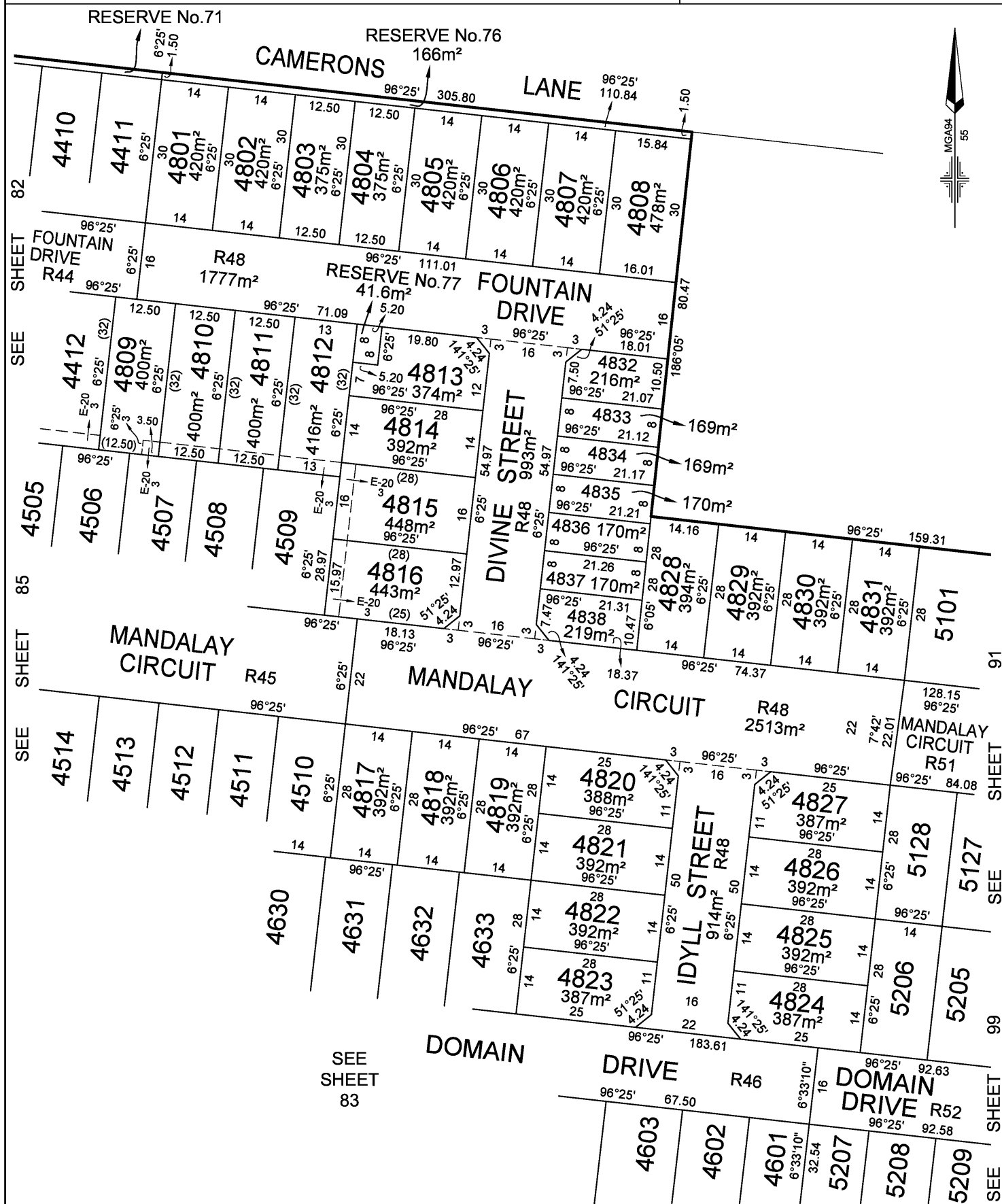
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3	SHEET 84



PLAN OF SUBDIVISION

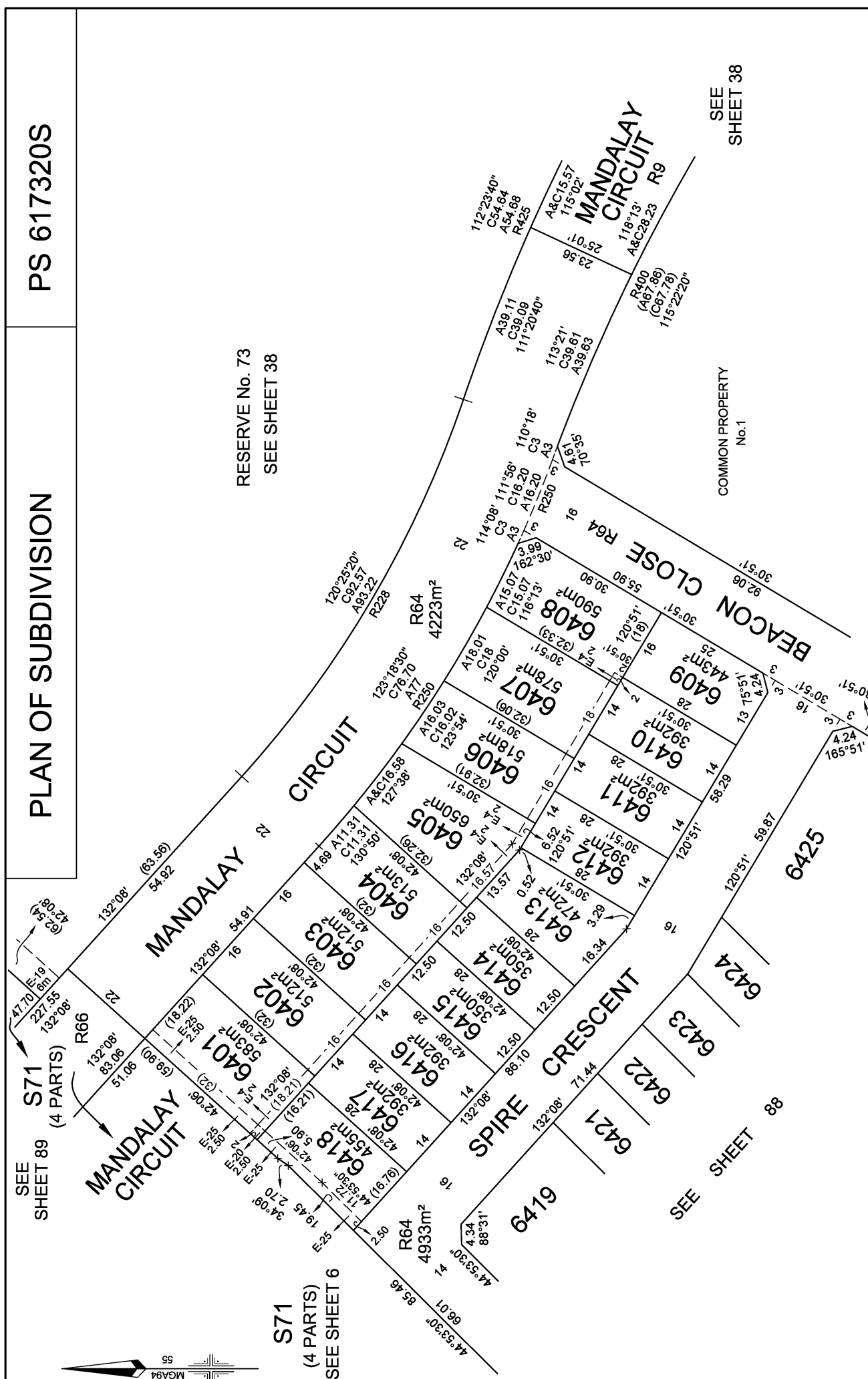
PS 617320S



MANDALAY Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia	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 86

PLAN OF SUBDIVISION

PS 617320S



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Newly Founded
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

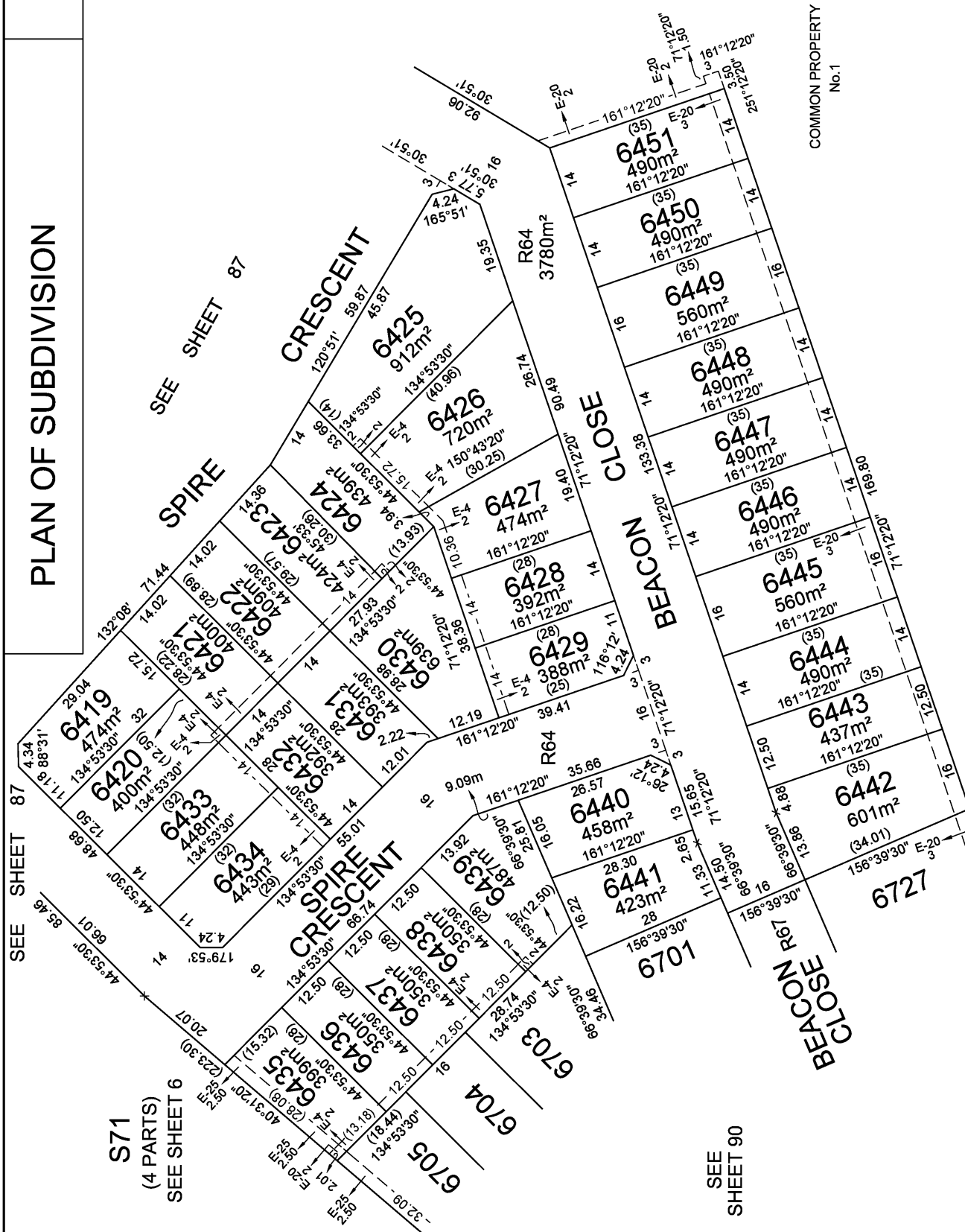
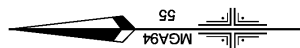
MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	REFERENCE: AA0015
DATE: 01/10/24	DRAWING: CM0052AA	DRAWN BY: BA

SCALE 1:750	

ORIGINAL SHEET SIZE: A3	SHEET 87

PS 617320S

PLAN OF SUBDIVISION

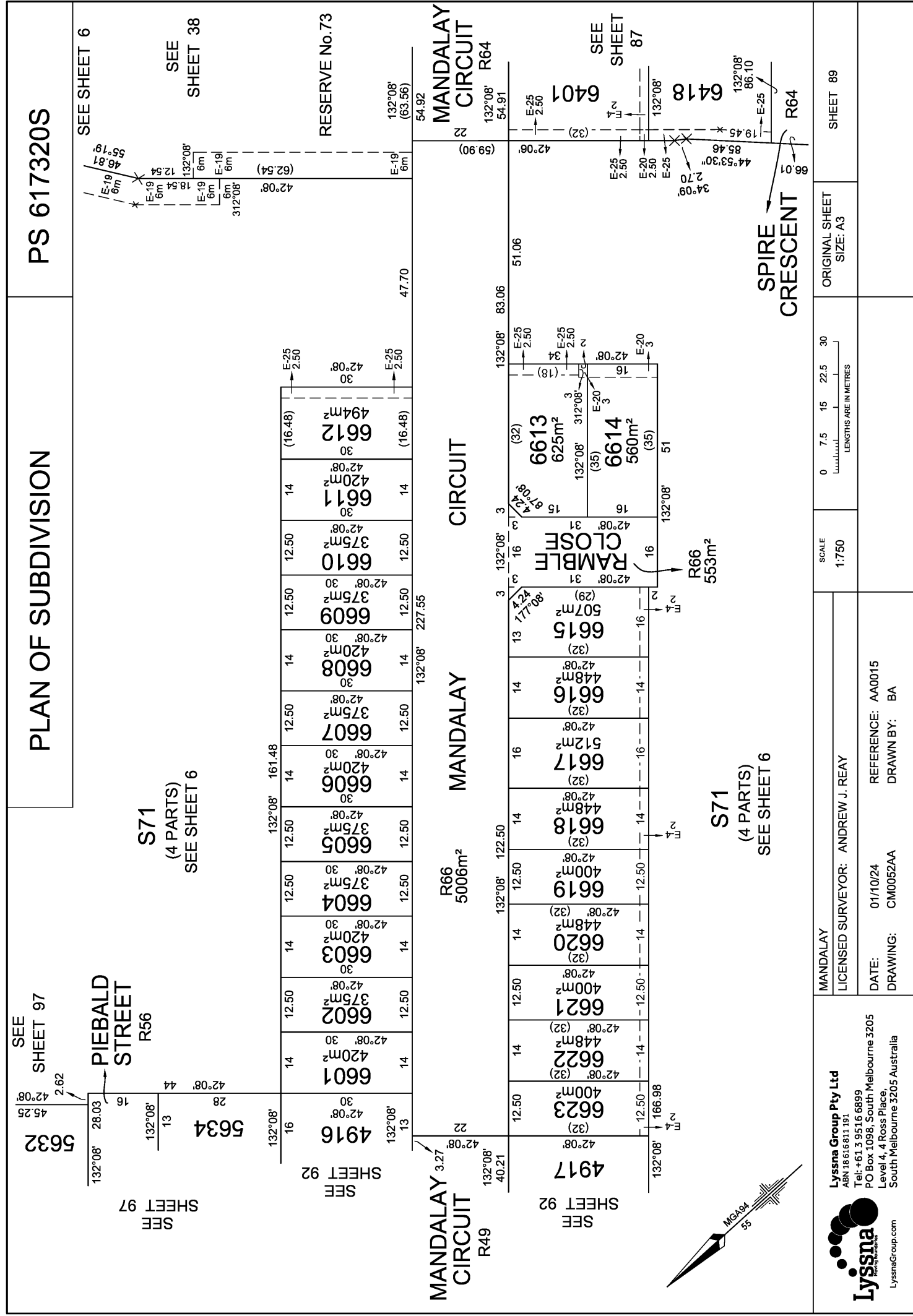


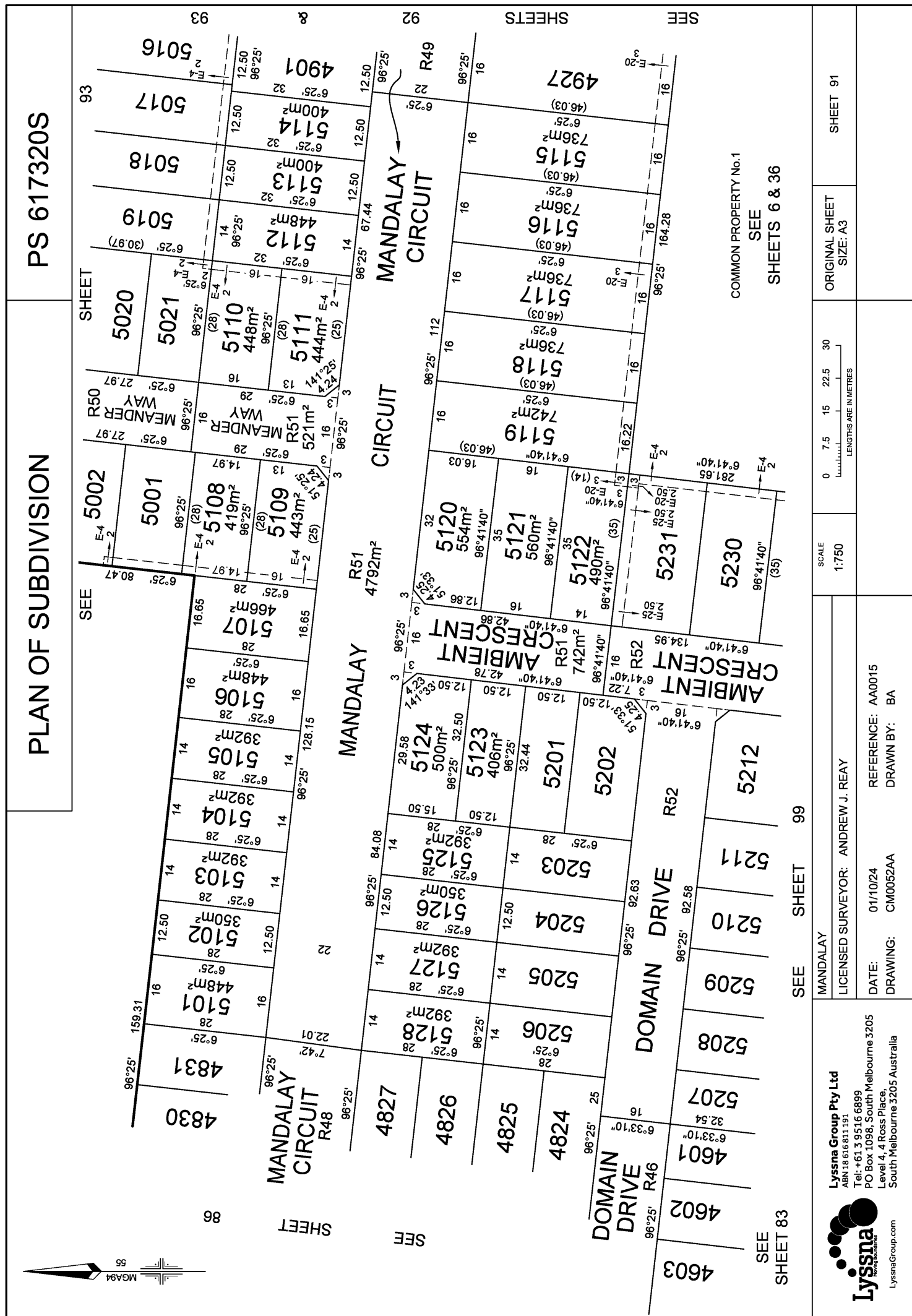
Lyssna
Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

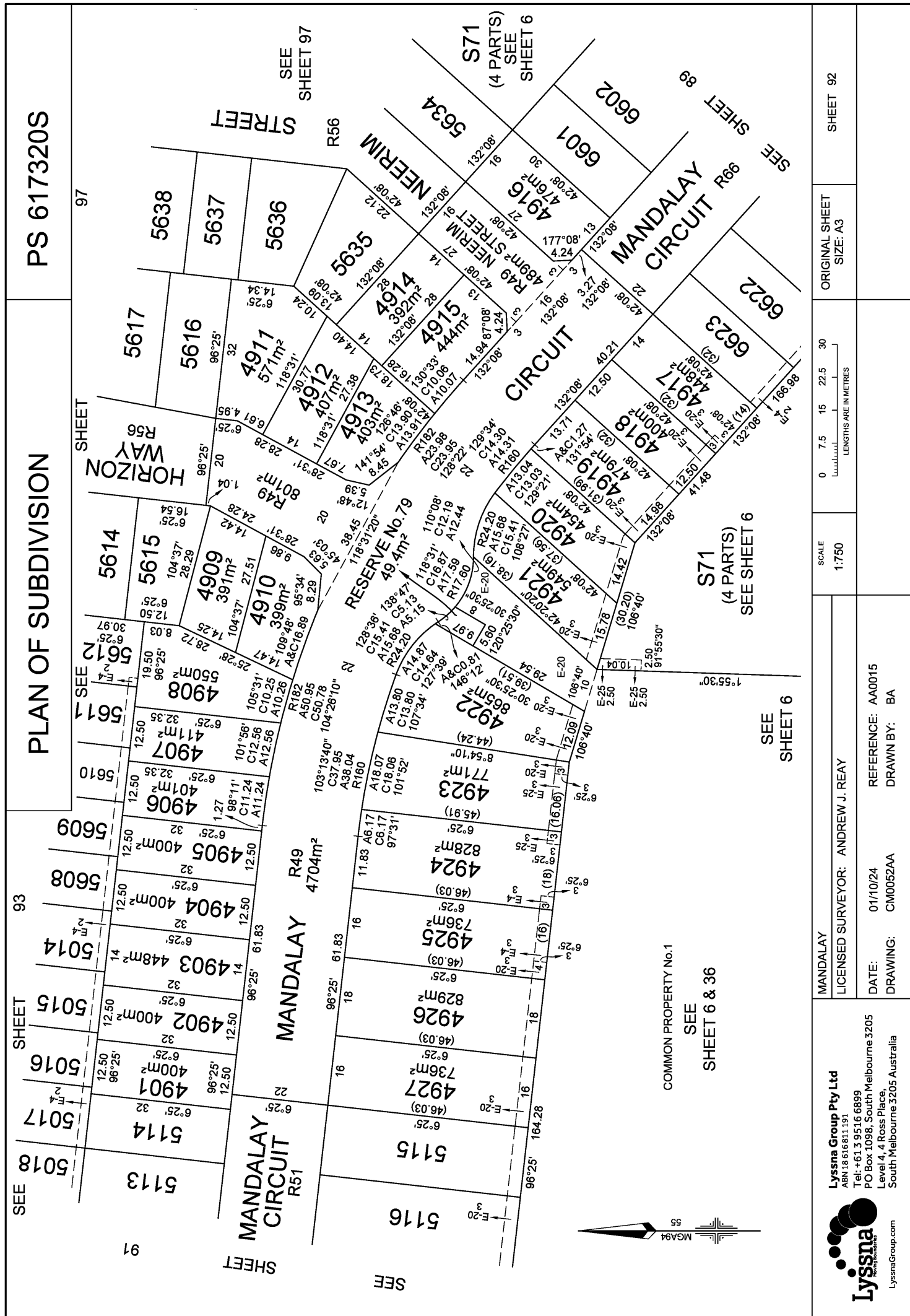
MANDALAY	DATE:	01/10/24	REFERENCE: AA0015
	DRAWING:	CM0052AA	DRAWN BY: BA
LICENSED SURVEYOR:		ANDREW J. REAY	

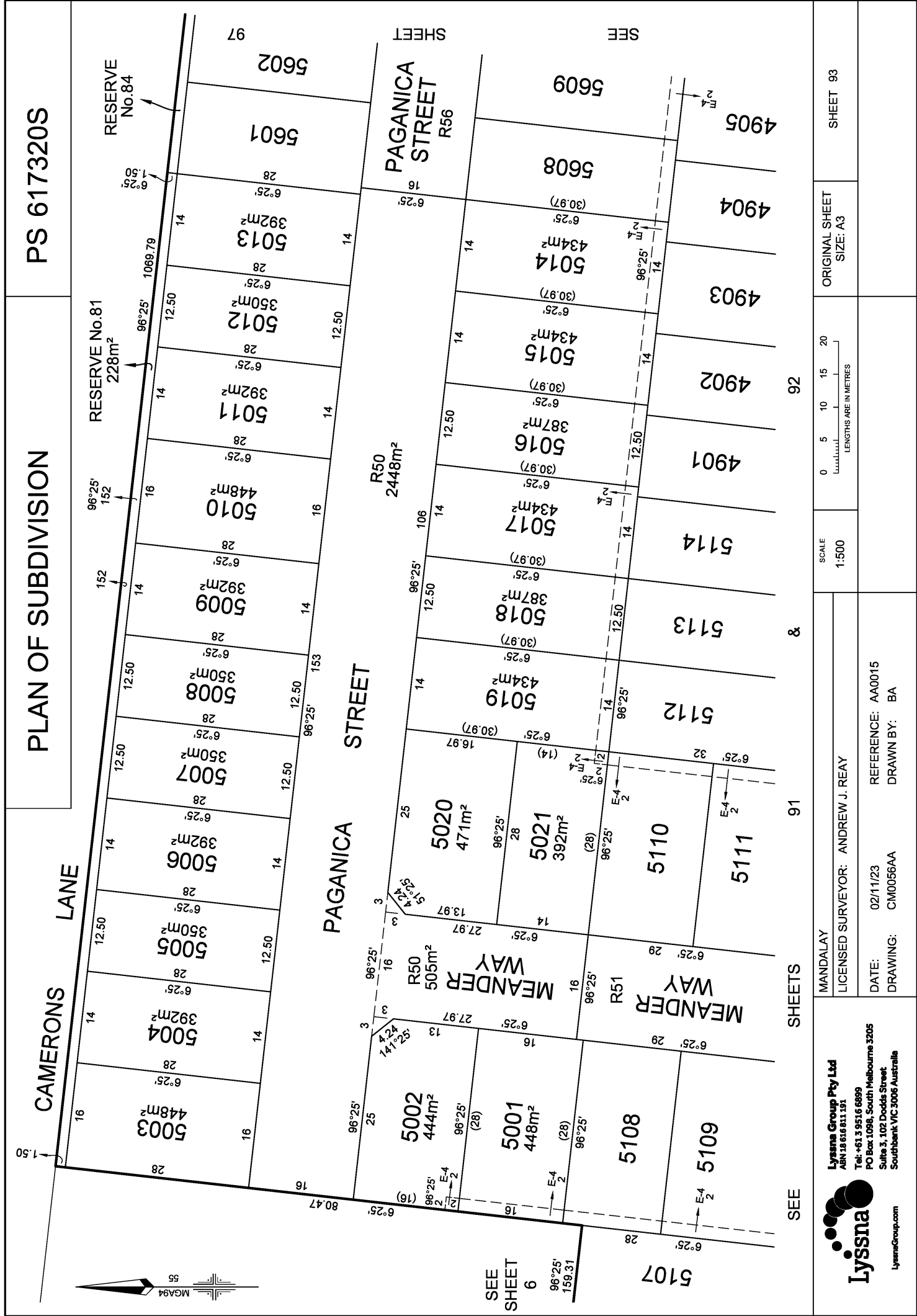
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		0 7.5 15 22.5 30 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3	SHEET 88









PS 617320S



COMMON
PROPERTY
No.1

SEE
SHEET 36

SEE

SHEET

83

SEE

SHEETS

95

&

98

SEE

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:750

0	7.5	15	22.5	30

LENGTHS ARE IN METRES

DATE:	01/10/24
DRAWING:	CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

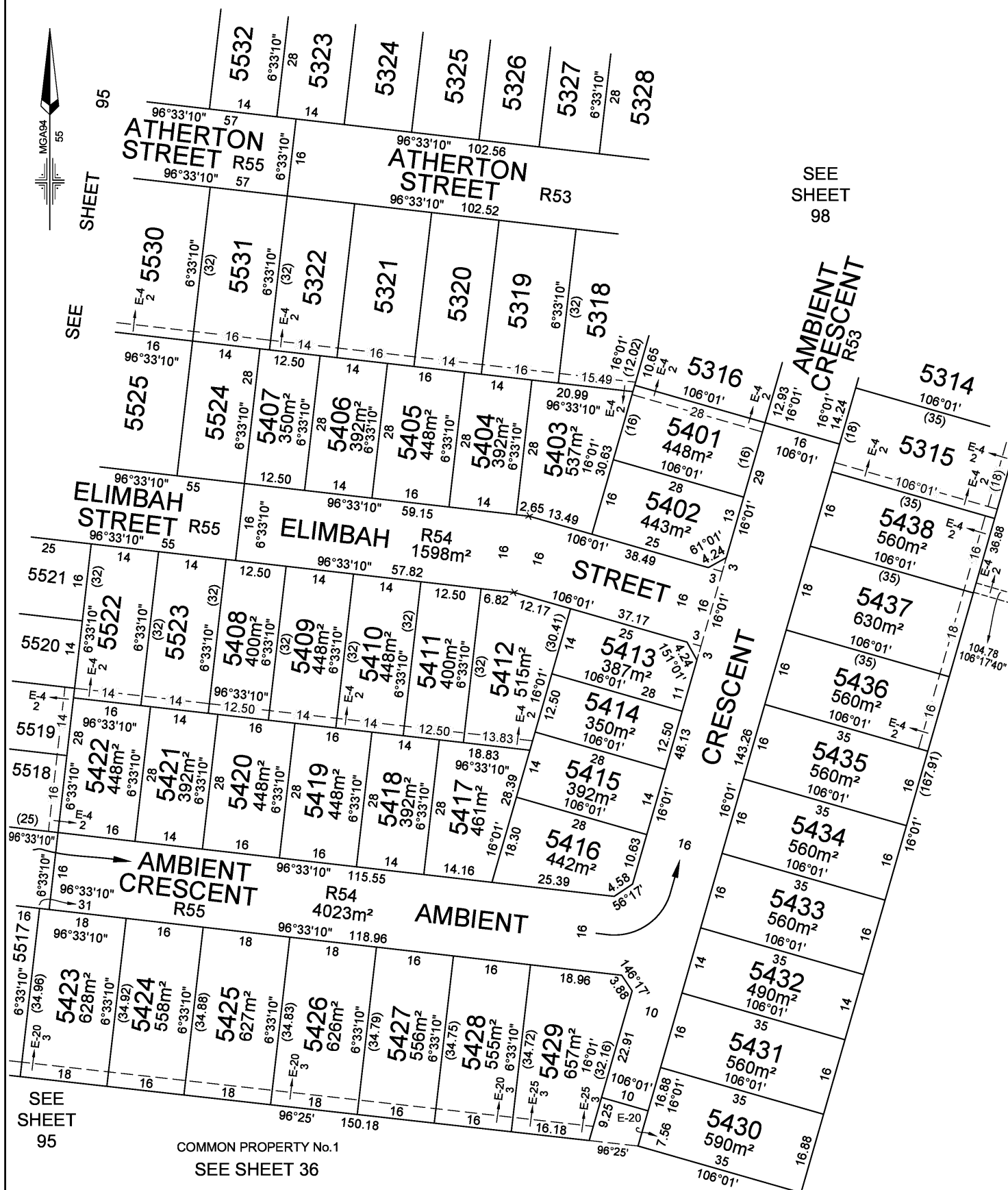
ORIGINAL SHEET SIZE: A3
SHEET 94



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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE

1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES



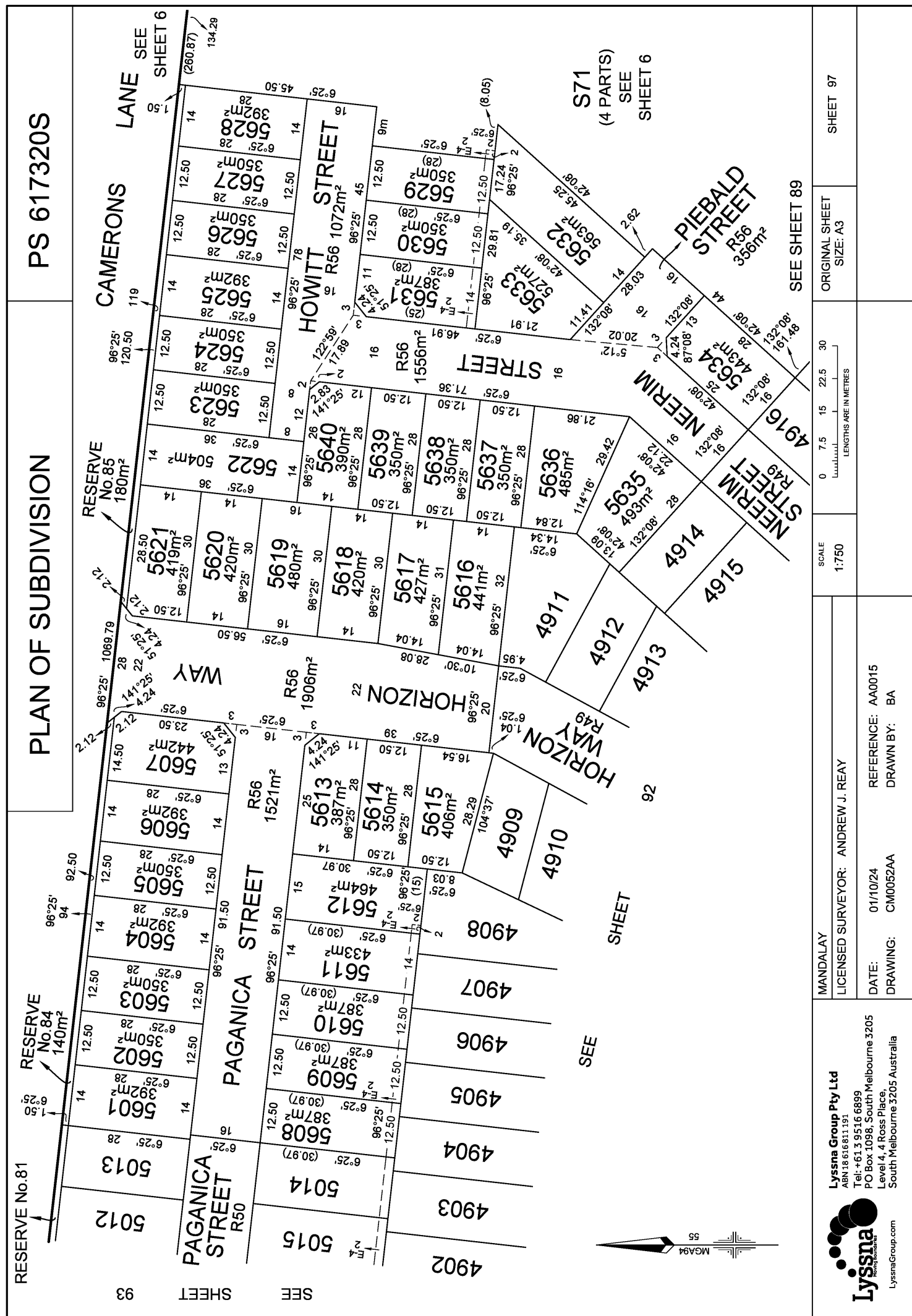
Lyssna Group Pty Ltd
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PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 01/08/24
DRAWING: CM0053AA

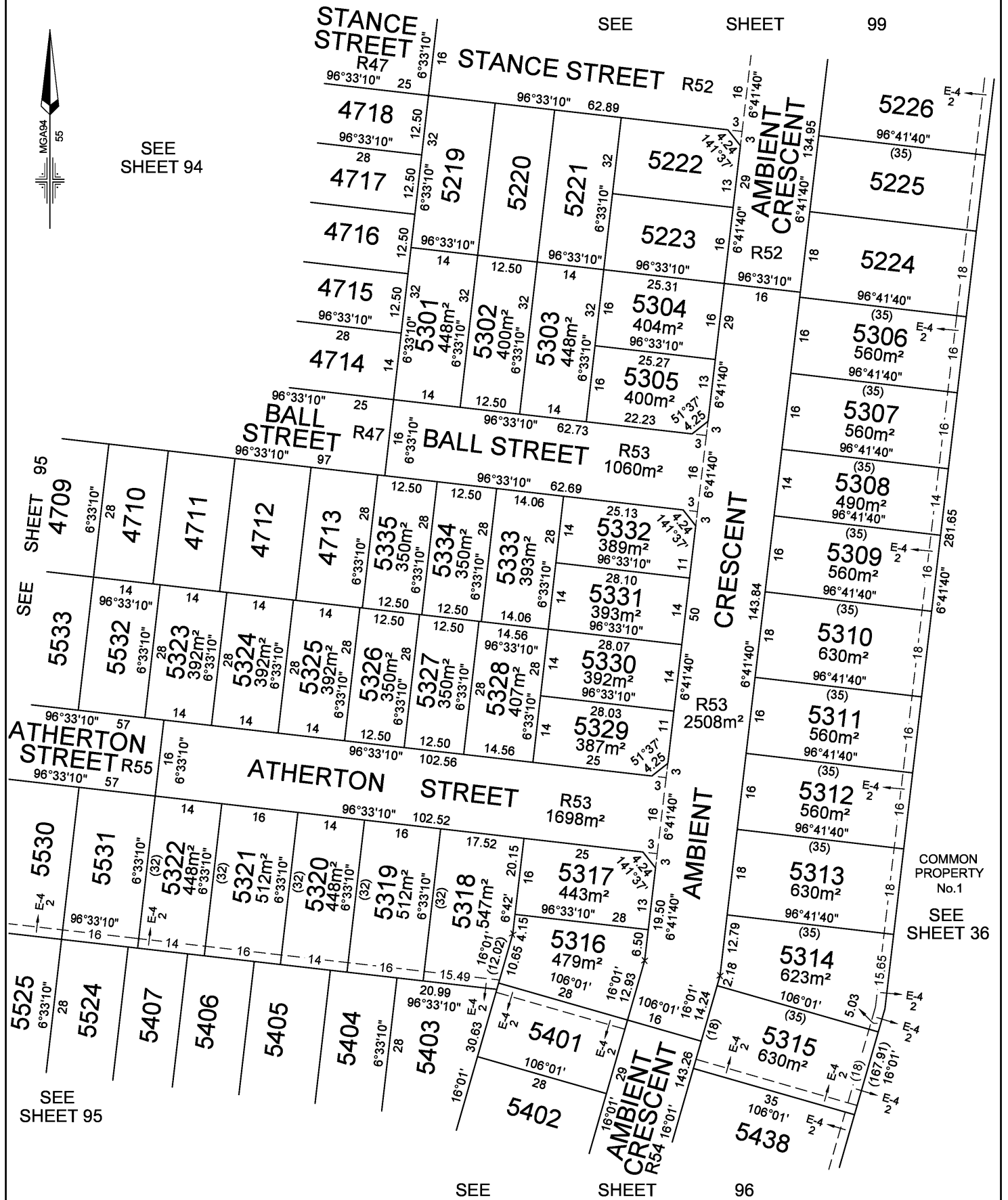
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 96



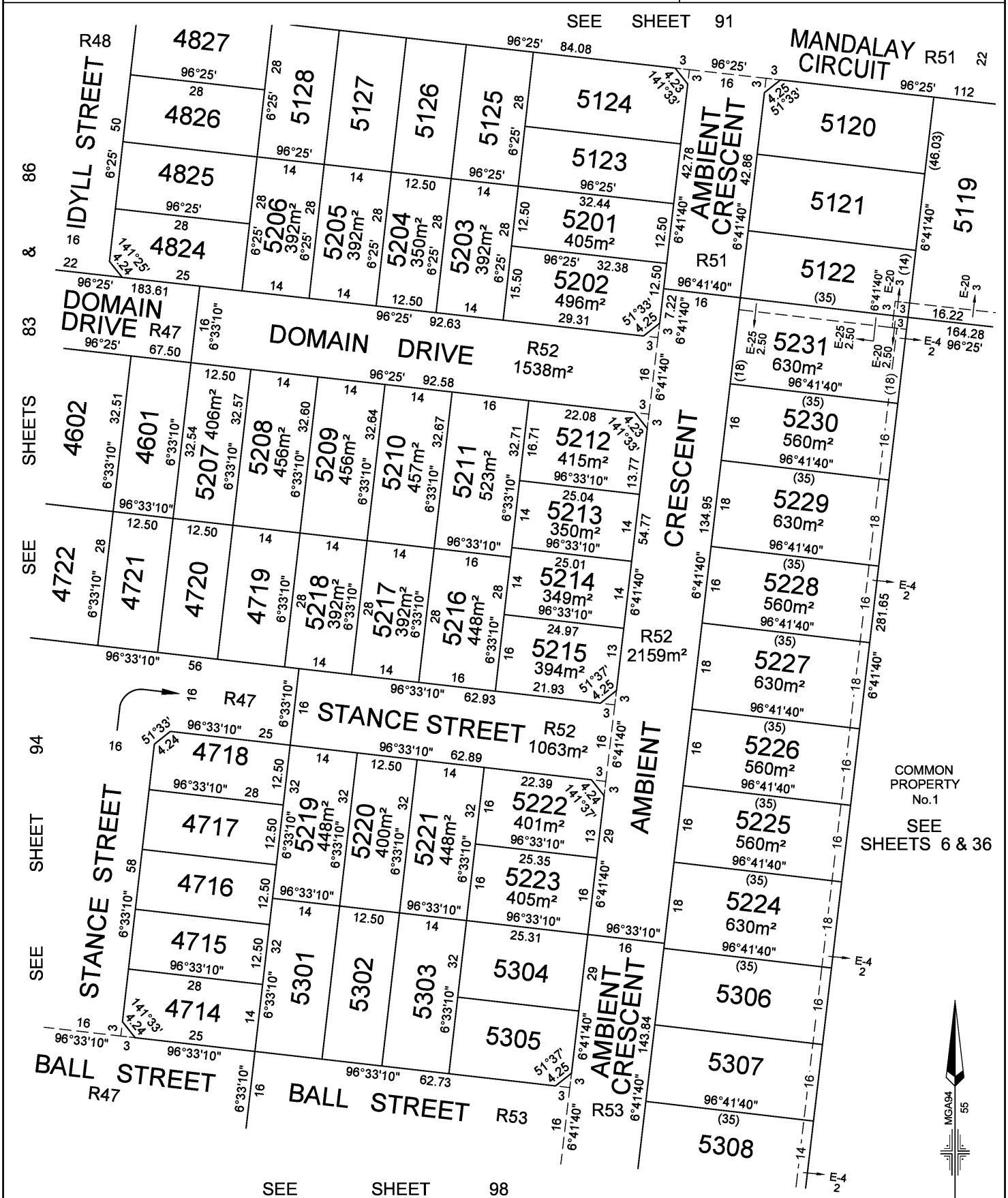
PLAN OF SUBDIVISION

PS 617320S



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 Level 4, 4 Ross Place, South Melbourne 3205 Australia	LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 DRAWING: CM0052AA REFERENCE: AA0015 DRAWN BY: BA	SCALE 1:750 0 7.5 15 22.5 30 LENGTHS ARE IN METRES ORIGINAL SHEET SIZE: A3 SHEET 99

PLAN OF SUBDIVISIONPLAN NUMBER
PS 617320S**CREATION OF RESTRICTION "A81"**

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

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

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

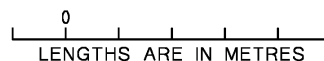
DESCRIPTION OF RESTRICTION

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

0802s.05.dwg PH/AA



Melbourne Survey T 9869 0813 F 9869 0901

SCALEORIGINAL
SCALE

SHEET 100

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF 0802s

VERSION K

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

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

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

LICENSED SURVEYOR: ANDREW J. REAY



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 Level 4, 4 Ross Place,
 South Melbourne 3205 Australia

DATE: 01/10/24
 DRAWING: CM0052AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 101

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1" CONTINUED

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

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

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

MANDALAY



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 South Melbourne 3205 Australia

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24
 DRAWING: CM0052AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 102

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

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

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

DESCRIPTION OF RESTRICTION

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

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

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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



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 South Melbourne 3205 Australia

DATE: 01/10/24
 DRAWING: CM0052AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 103

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



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DATE: 01/10/24
 DRAWING: CM0052AA

REFERENCE: AA0015
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 104

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

PLAN NUMBER

PS617320S

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS617320S

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

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

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

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

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

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

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.

[illegible]

THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY THE REGISTRAR OF TITLES PURSUANT TO SECTION 91(A) OF THE TRANSFER OF LAND ACT 1958

Plane
ASSISTANT REGISTRAR OF TITLES

DATE: 23 July, 2010

MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by:

Name: *C. Langton Utz*

Phone:

Address:

Ref:

Customer Code: *1416K*

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	23/07/2010	\$52.60	MCP	
				

This memorandum (containing 14 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

1. DEFINITIONS

In this MCP, unless the contrary intention appears:

- (a) **"Allowable Encroachment"** means an encroachment which is permitted outside an Approved Building Envelope under clause 3.4 or otherwise permitted by the Building Regulations.
- (b) **"Approved Building Envelope"** means the Building envelopes shown for each Lot on the Building Envelope Plan and has the same meaning as in regulation 402 of the Building Regulations.
- (c) **"Beveridge Joint Venture"** means the owners of the land within the Plan at the time of its registration.
- (d) **"Building"** has the meaning given to it in the Building Act.
- (e) **"Building Act"** means the *Building Act 1993*, as amended from time to time.
- (f) **"Building Envelope Plan"** means the plans which are attached to this MCP and which shows the Approved Building Envelopes and other related matters for the Lots within the Plan.
- (g) **"Building Envelope Profile"** means the profiles which are attached to this MCP and which relate to the Approved Building Envelope for a particular Lot shown in the Building Envelope Plan. The applicable Building Envelope Profile is marked on the Building Envelope Plan.
- (h) **"Building Permit"** means a building permit in terms of the Building Act.

Approval No. 1656092A

MCP



- 1. The provisions are to be numbered consecutively from number 1.
- 2. The back of this form is not to be used.
- 3. Further pages may be added but each page should be consecutively numbered.
- 4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.

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- (i) **"Building Regulations"** means the *Building Regulations 2006*, as amended from time to time, or any subsequent regulations made pursuant to the Building Act which regulate the siting of a Building.
- (j) **"Building to Boundary Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan and the Building Envelope Profile as square hatched (as indicated in the key to the relevant profile).
- (k) **"Carport"** means a domestic carport constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like which has a minimum of two sides and not less than one third of its perimeter open.
- (l) **"Control"** includes a restriction in terms of the *Subdivision Act 1988*, any agreement under section 173 of the *Planning and Environment Act 1987* ("**PE Act**"), a provision of an Act (other than the Building Act), a requirement of a referral authority (in terms of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building.
- (m) **"Conventional Lot"** means a Lot that does not directly abut the Golf Course, but does not include a Corner Lot or a Dual Frontage Lot.
- (n) **"Corner Lot"** means a Lot whose Primary Frontage and Secondary Frontages abut a Street. A Corner Lot may also be a Golf Lot or a Dual Frontage Lot.
- (o) **"Design and Siting Guidelines and Restrictions"** means the Mandalay Design and Siting Guidelines prepared by the Beveridge Joint Venture as amended from time to time.
- (p) **"Dual Frontage Lot"** means a Lot that does not directly abut the Golf Course whose Rear Boundary also abuts a Street or lane.
- (q) **"Dwelling"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time.
- (r) **"Edge Boundary"** means the boundary or part of a boundary of an Edge Lot which abuts an allotment which is not on the Plan. Exemptions relating to side and rear Setbacks and related siting matters do not apply to an Edge Boundary.
- (s) **"Edge Lot"** means a Lot on the Plan that abuts an allotment which is not shown on the Plan (other than those Lots on the Plan which merely touch at one point an allotment which is not shown on the Plan (i.e. at a corner)).
- (t) **"Fence"** has the meaning given to it in Part 4 of the Building Regulations.
- (u) **"Frontage"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time and in relation to a Lot that has a boundary fronting a public reserve or the Golf Course, includes that boundary.
- (v) **"Garage"** means a domestic garage constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like.
- (w) **"Golf Lot"** means a Lot that directly abuts the Golf Course. It does not include a Lot that is separated from the Golf Course by a road or lane.
- (x) **"Golf Course"** means any golf course constructed on land within the Plan.

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- (y) **"Height"** has the meaning given to it in Regulation 105 of the Building Regulations.
- (z) **"Lot"** has the meaning given to in the Building Act.
- (aa) **"MCP"** means this memorandum of common provisions.
- (bb) **"MDR"** means the person appointed by the Beveridge Joint Venture to perform the function of the Mandalay Design Reviewer in accordance with the Design and Siting Guidelines and Restrictions.
- (cc) **"Overlooking Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Profile as diagonally hatched (as indicated in the key to the relevant profile).
- (dd) **"Pergola"** has the meaning given to it in Regulation 105 of the Building Regulations.
- (ee) **"Plan"** means the relevant plan of subdivision for a particular Lot which incorporates this MCP.
- (ff) **"Primary Frontage"** (unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise) means the boundary along the Street Frontage and where a Lot abuts more than one Street:
 - (i) in relation to a Corner Lot, means the boundary which abuts a Street and if more than one, the boundary that is the shortest disregarding any Splay Corner, unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise; and
 - (ii) in relation to a Dual Frontage Lot, means the boundary which the Building Envelope Plan, when read in conjunction with this MCP, indicates to be the Primary Frontage.
- (gg) **"Rear Boundary"** means the boundary of a Lot that is, or the boundaries of a Lot that are, opposite its Primary Frontage and which connect the Side Boundaries of that Lot.
- (hh) **"Secondary Frontage"** can only occur in relation to a Corner Lot and means the boundary that abuts a Street which is not the Primary Frontage (and if more than one, the longest boundary abutting a Street which is not the Primary Frontage).
- (ii) **"Setback"** means the shortest horizontal distance from a particular boundary or Building to another boundary or Building (excepting matters specifically referred to in this MCP).
- (jj) **"Side Boundary"** means the boundary of a Lot that runs between and connects the Primary Frontage of a Lot to the Rear Boundary of a Lot.
- (kk) **"Single Storey Building Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan as indicated in the legend contained within the Plan.
- (ll) **"Splay Corner"** in relation to a Corner Lot means any title boundary of that Corner Lot which joins two boundaries abutting Streets at an angle and which cuts off the corner of the Lot.
- (mm) **"Street"** for the purposes of determining Street Setbacks, means any road other than a lane, footway, alley or right of way.

2. INTERPRETATION

In this MCP, unless the contrary intention appears:

- (a) a reference to a person includes an individual, the estate of an individual, a corporation,³

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an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (b) a reference to any document is to that document as varied, novated, ratified or replaced from time to time;
- (c) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (d) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (e) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) the word "includes" in any form is not a word of limitation; and
- (g) a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

3. SITING & SETBACKS

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

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

- (a) minimum Street Setback (regulation 409);
- (b) building height (regulation 410);
- (c) side and rear Setbacks (regulation 414);
- (d) walls on boundaries (regulation 415);
- (e) solar access to existing north facing windows (regulation 417);
- (f) overshadowing of recreational private open space (regulation 418);
- (g) overlooking (regulation 419); and
- (h) Fences on street alignments (regulation 427).

3.2 Building Envelopes

- (a) Any Dwelling on a Lot must not be contained outside the Approved Building Envelopes and must not be defined otherwise than by the associated Building Envelope Profile and written notes contained therein, except for the Allowable Encroachments.
- (b) The siting of a Dwelling within the Approved Building Envelope and the Building Envelope Profile is subject to any further restriction or modification imposed by this MCP or

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any other applicable Control.

- (c) No exemption from the need for consent and report of the relevant council in respect of Building Regulations 414, 415, 417, 418 and 419 applies in respect of an Edge Boundary. The siting requirements of a Building in respect of an Edge Boundary must accord with Building Regulations 414, 415, 417, 418 and 419 unless consent and report of the relevant council has been obtained in accordance with the Building Regulations. In terms of this MCP, exemptions relating to minimum Street Setback (regulation 409), building height (regulation 410) and fences on street alignments regulation 427) still apply in respect of an Edge Lot.

3.3 Minimum Street Setback

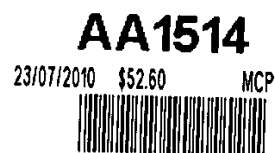
- (a) Any Dwelling on a Lot which has an area of less than 300 square metres must be set back from the Primary Frontage by a minimum distance of 3.0 metres.
- (b) Any Dwelling on a Lot which has an area of between 300 square metres and 450 square metres (inclusive) must be set back from the Primary Frontage by a minimum distance of 4.0 metres, unless that Primary Frontage abuts the Golf Course.
- (c) Any Dwelling on a Lot which has an area of between 451 square metres and 600 square metres (inclusive) must be set back from the Primary Frontage by a minimum distance of 4.5 metres, unless that Primary Frontage abuts the Golf Course.
- (d) Any Dwelling on a Lot which has an area equal to or greater than 601 square metres must be set back from the Primary Frontage by a minimum distance of 5.0 metres, unless that Primary Frontage abuts the Golf Course.
- (e) Any Dwelling on a Lot which is a Corner Lot must be set back from the Secondary Frontage by at least 2.0 metres.
- (f) Any Dwelling on a Lot that has a Primary Frontage abutting the Golf Course must be set back from that Primary Frontage by a minimum distance of 3.0 metres.
- (g) Any Dwelling on a Dual Frontage Lot need not be set back from its Rear Boundary, unless otherwise stated in the Building Envelope Plan.

3.4 Exceptions to Setbacks

- (a) A deck may encroach into the Setback from a Side or Rear Boundary of a Lot up to 2 metres.
- (b) Despite any other provision in this MCP or the Building Regulations, an Allowable Encroachment must not exceed 4 metres in height.

3.5 Garages

- (a) If a Garage or Carport is located facing the Primary Frontage or has a rear wall facing a Side Boundary, either the side or rear wall of that Garage or Carport (as applicable) must be built within 150 millimetres of a Side Boundary.
- (b) If a Garage or Carport is located facing the Secondary Frontage of a Corner Lot, then unless otherwise indicated on the Building Envelope Plan, that Garage or Carport:
 - (i) must have a Setback of at least 5.0 metres from the Secondary Frontage; and



- (ii) be built within 150 millimetres of the Rear Boundary.
- (c) A Garage or Carport on a Dual Frontage Lot must:
 - (i) be located facing the Rear Boundary; or
 - (ii) at the rear of the Dual Frontage Lot,
and be:
 - (iii) set back from the Rear Boundary by at least 5.0 metres; and
 - (iv) built within 150 millimetres of a Side Boundary.

3.6 Side and Rear Setbacks

- (a) Except for Allowable Encroachments, a Dwelling on a Conventional Lot or a Corner Lot which is not a Golf Lot or a Dual Frontage Lot must be set back from the boundaries of the Lot as follows:
 - (i) subject to clause 3.6(d), from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) from its Rear Boundary by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres.
- (b) Except for Allowable Encroachments, a Dwelling on a Golf Lot must be set back from the boundaries of the Lot as follows:
 - (i) subject to clause 3.6(d), from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) from its Rear Boundary by at least 3.0 metres, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan.
- (c) Except for Allowable Encroachments, a Dwelling on a Dual Frontage Lot:
 - (i) subject to clause 3.6(d), must be set back from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) need not be setback from its Rear Boundary, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Dual Frontage Lot is a Corner Lot, must be set back from its Secondary Frontage by at least 2.0 metres.
- (d) For the avoidance of doubt, a Dwelling, Garage or Carport may be constructed in the Building to Boundary Zone. However, a Dwelling, Garage or Carport may only be constructed in the Building to Boundary Zone on one Side Boundary and must not be constructed within 1 metre of

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the other Side Boundary.

3.7 Building Height

- (a) Subject to clause 3.7(b), the Height of a Building shall only be limited by any Height restriction defined in the associated Building Envelope Profile.
- (b) The Height of a Building within the Single Storey Zone must not exceed 4 metres.

3.8 Walls on Boundaries

- (a) This clause 3.8 applies to construction of:
 - (i) a wall within 150mm of a Side Boundary of a Lot; or
 - (ii) any part of a Carport constructed within 150mm of a Side Boundary of a Lot and which is open on the side facing the boundary or boundaries.
- (b) The Height of the wall or Carport shall only be limited by any Height restriction defined in the associated Building Envelope Profile.

3.9 Solar access to existing north facing windows

Regulation 417 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope (except for Allowable Encroachments or as otherwise provided in this MCP).

3.10 Overshadowing of recreational private open space

Regulation 418 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope and the applicable Building Envelope Profile (except for Allowable Encroachments or as otherwise provided in this MCP).

3.11 Overlooking

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

4. FENCING

- (a) Except with the consent of MDR and subject to clauses 4(b) and 4(c), no Fence shall be constructed along any boundary abutting a Street, except in relation to the Rear Boundary of a Dual Frontage Lot.
- (b) Subject to the approval of MDR, retaining walls or courtyard defining walls may be built within the area between the Primary Frontage and the front of the Dwelling.
- (c) Where a Lot is a Corner Lot:
 - (i) a Fence may be constructed along a Frontage which is not the Primary Frontage as long as it does not exceed 1.8 metres in Height; and
 - (ii) a Fence may be constructed within 9 metres of a point of intersection of street alignments

AA1514

23/07/2010 \$52.60 MCP

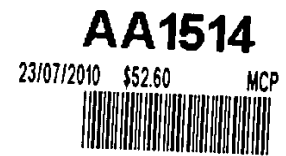


exceeding a Height of 1 metre provided that Fence:

- (A) is not constructed along the Primary Frontage, except in accordance with clause 4(a);
- (B) does not exceed 1.8m; and
- (B) except in the case of a Fence constructed in accordance with clause 4(a), remains at least 1 metre behind the front façade of any Dwelling constructed on the Lot and returns to abut the Dwelling.

5. GENERAL

- (a) In the case of a conflict between the Plan and these written notations, the specifications in these written notations prevail.
- (b) Buildings must not cover a registered easement unless:
 - (i) provided for by the easement; or
 - (ii) the consent of all parties who enjoy or whose land enjoys the benefit of the easement is obtained.
- (c) The Beveridge Joint Venture and the MDR may, in their absolute discretion, authorise in writing the siting of a Building which does not comply with the restriction created by the Plan which incorporates this MCP, provided that such siting complies with the requirements of the Building Regulations and/or is subject to the report and consent of the relevant reporting authority in terms of the Building Regulations. Approvals by the Beveridge Joint Venture and the MDR in accordance with this clause may be provided in circumstances where the Beveridge Joint Venture and the MDR consider, in their absolute discretion, that the siting is desirable in terms of achieving a better planning outcome in terms of the Design and Siting Guidelines and Restrictions than may otherwise be achieved and will not result in any significant detriment to abutting owners and occupiers, but may also be given in other circumstances.
- (d) Formal application for a Building Permit must not be made until the design and siting of a Dwelling to be built on any Lot on the Plan is approved by the MDR, which approval may be:
 - (i) given or refused in the MDR's absolute discretion;
 - (ii) refused even if the design and siting of a Dwelling to be built on any Lot on the Plan is in accordance with the Design and Siting Guidelines and Restrictions.



BUILDING ENVELOPE PROFILES:

Diagrams and plans

Explanation of symbols and terms in profile diagrams and plans

The following symbols have been used in the templates: -

Building Envelope Profile Types

-  Building Envelope Profile Type A
-  Building Envelope Profile Type B
-  Building Envelope Profile Type C
-  Building Envelope Profile Type D

Single Storey Building Envelope hatch types



Building to Boundary Zone

Double Storey Building Envelope hatch types



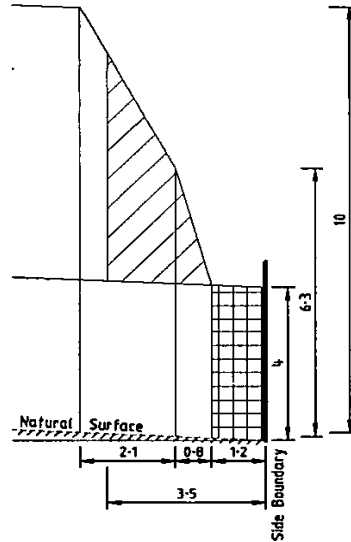
Overlooking Zone – Habitable room windows or raised open spaces are a source of overlooking

AA1514

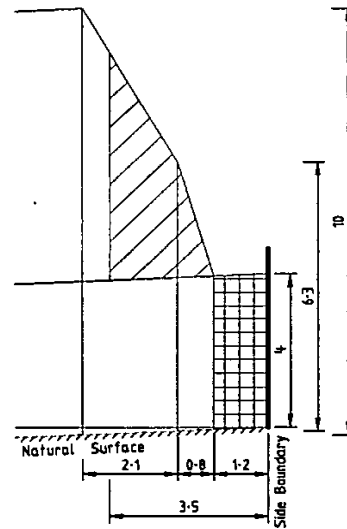
23/07/2010 \$52.60 MCP



(A) Profile - NORTH, EAST or WEST Boundary

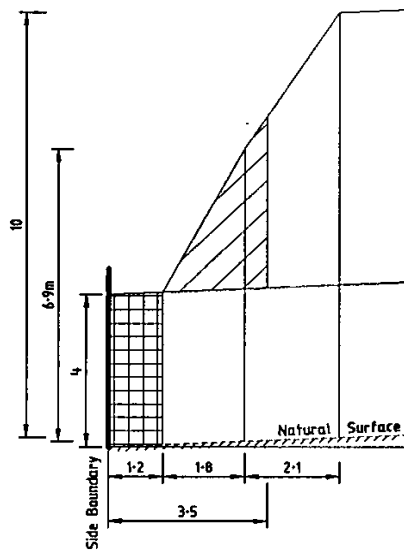


Natural surface rising from side boundary

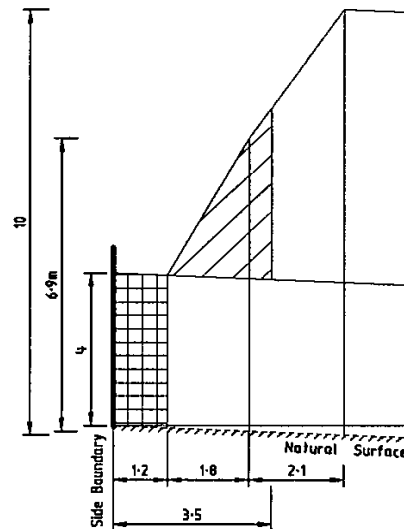


Natural surface falling from side boundary

(B) Profile - SOUTH Boundary



Natural surface rising from side boundary

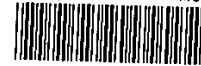


Natural surface falling from side boundary

AA1514

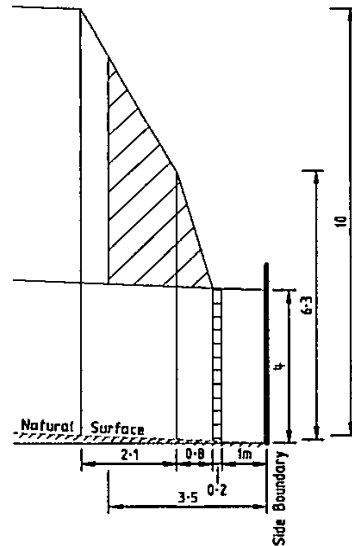
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MCP

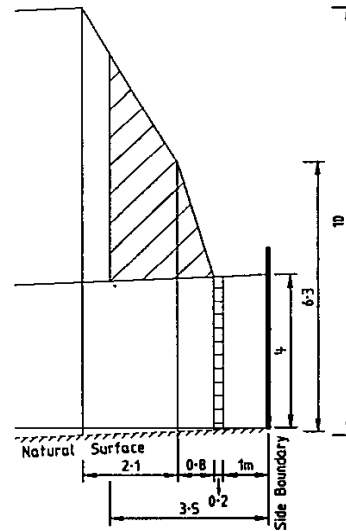


C

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



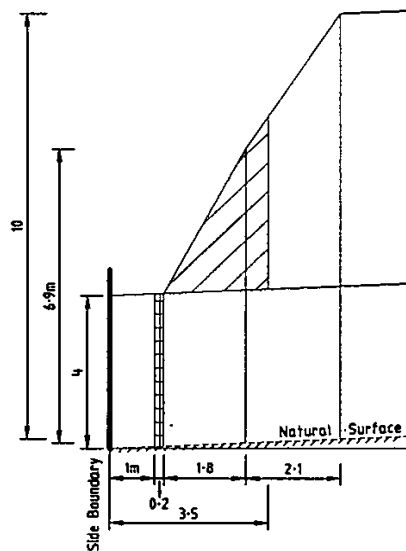
Natural surface rising from side boundary



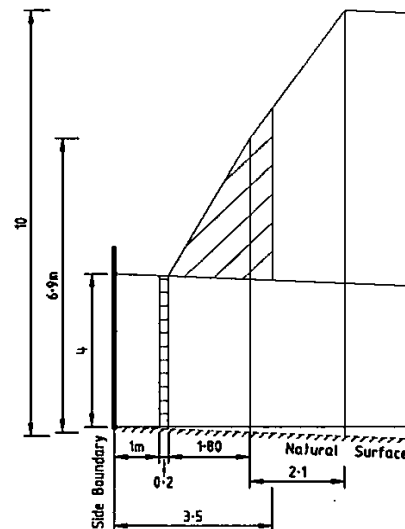
Natural surface falling from side boundary

D

Profile - SOUTH Boundary (1m setback)



Natural surface rising from side boundary



Natural surface falling from side boundary

AA1514

23/07/2010 \$52.60 MCP



BUILDING ENVELOPE PLAN:

STAGE 5 BUILDING ENVELOPE PLANS

LEGEND

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



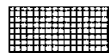
SINGLE STOREY BUILDING ZONE



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



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



BUILDING TO BOUNDARY ZONE

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

ref: 461005DA
date: 29/4/2010
version 1

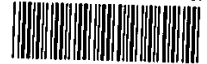
Bosco Janson Pty Ltd
ALEX 80 282 632 642
P.O. Box 5075, South Melbourne, Vic 3206
18 Eastern Road, South Melbourne
Vic 3206 Australia DX 20524 Emerald Hill
Tel (03) 9639 1400 Fax (03) 9639 5822



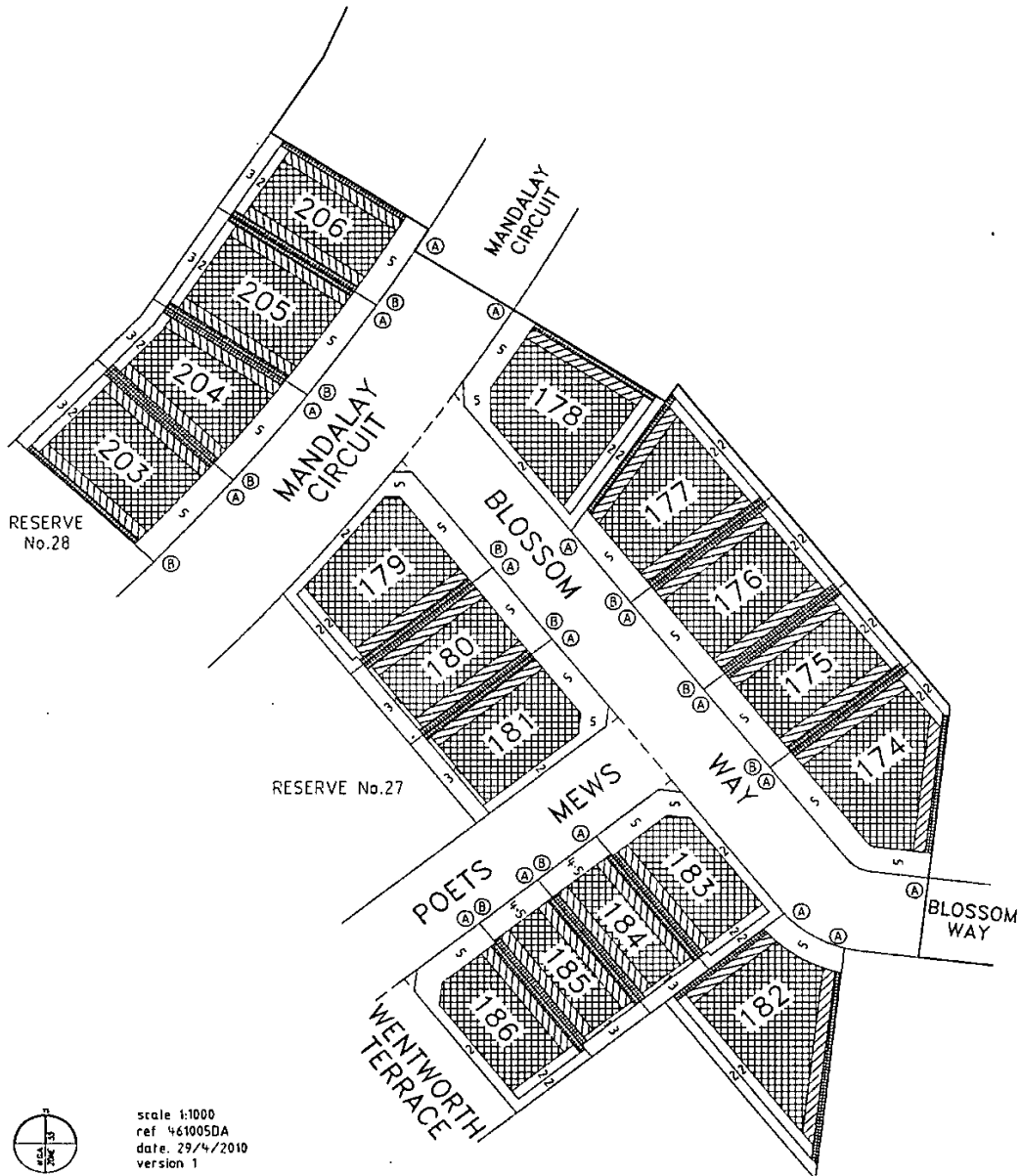
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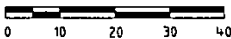
MCP



STAGE 5 BUILDING ENVELOPE PLAN



scale 1:1000
ref 461005DA
date: 29/4/2010
version 1



Notations:

1. The Building Envelopes on this plan are shown enclosed by continuous thick lines.
2. This diagram is to be read in conjunction with "Profile Diagrams" in this document.
3. Profile types (A), (B), (C) & (D) are contained in "Profile Diagrams" in this document.

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5015, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

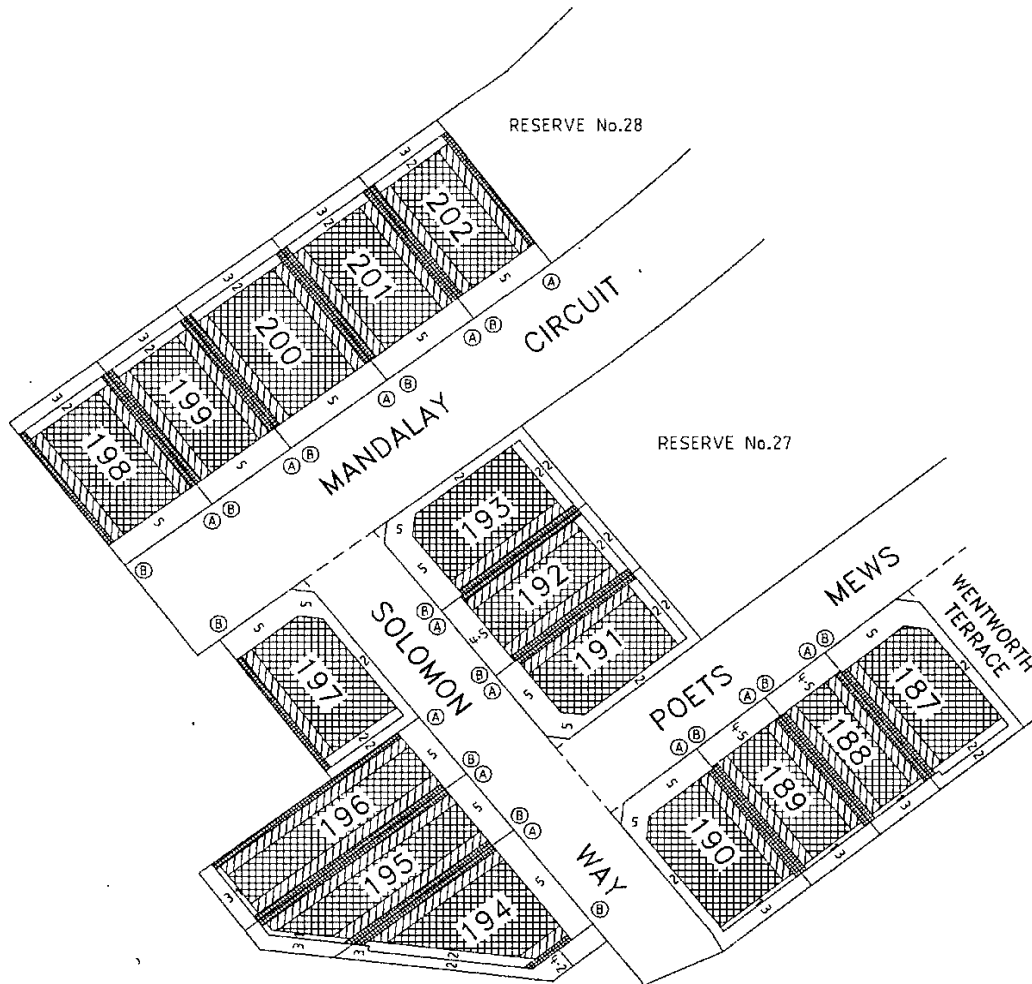


AA1514

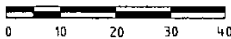
23/07/2010 \$52.60 MCP



STAGE 5 BUILDING ENVELOPE PLAN



scale 1:1000
ref: 461005DA
date 29/4/2010
version 1



Notations

1. The Building Envelopes on this plan are shown enclosed by continuous thick lines.
2. This diagram is to be read in conjunction with "Profile Diagrams" in this document.
3. Profile types (A), (B), (C) & (D) are contained in "Profile Diagrams" in this document.

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



AG754783H 113 998



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

Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: STWL 09/0908.

Customer Code: 1662T

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

Land: (insert name and address)

Certificate of Title Volume 11121 Folio 143

Authority: (insert name and address)

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

A handwritten signature in black ink, appearing to be 'P. Halton', written over a horizontal line.

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

Date:

14th September 2009

AG754783H



CLAYTON UTZ

Section 173 Agreement (Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

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

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

www.claytonutz.com

Our reference 14709/14193/80051208

Legal\110432099.2

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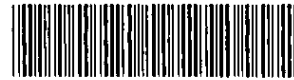


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This Agreement is made on *14th September* **2009**

Parties

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

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

Background

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

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

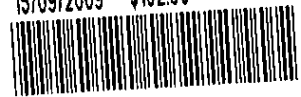
In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

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

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

"Design/Functional Brief" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

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

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

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

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

1.2 Interpretation

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

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

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

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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

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

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

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

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

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

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

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

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

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

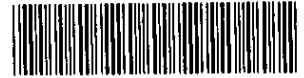
- (i) ensure that the Infant Welfare Centre and Pre-school are:
 - A. open;
 - B. adequately staffed; and
 - C. available for use by owners and occupiers of Lots and land within the municipal boundaries of the Council,

for sufficient time to accommodate demand;

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

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4.2 Other Services and Facilities

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

4.3 Drainage Infrastructure

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

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

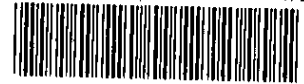
- (a) The Owner must create an Owners Corporation on the first plan of subdivision lodged in respect of the Land.
- (b) Council must maintain all Public Land in accordance with the Standard Service Levels, other than during the period two years from the date of registration of the Stage 1 Plan, for which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

4.5 Shared Path

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

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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

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8.2 Unresolved dispute

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

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

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

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

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

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

9. General

9.1 Further acts

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

9.2 Successors in title

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

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

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

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

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9.6 Notices

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

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

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

10. Ending of Agreement

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

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

11.3 Creditable acquisition

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

11.4 Tax invoice

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

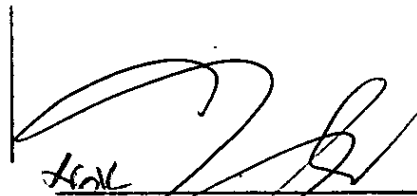
Executed as an agreement under Division 2 of Part 9 of the Act

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


Signature of Secretary/other Director

Natalie Graham

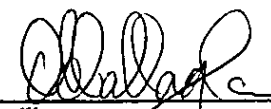
Name of Secretary/other Director in full


Signature of Director or Sole Director and Secretary

GEORGE KLINE

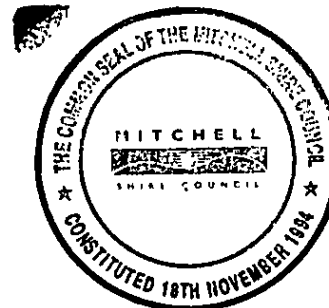
Name of Director or Sole Director and Secretary in full

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


Councillor

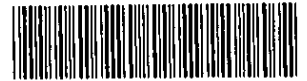

Councillor

ACTING 
Chief Executive



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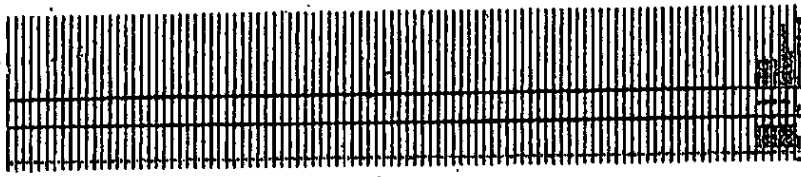


Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

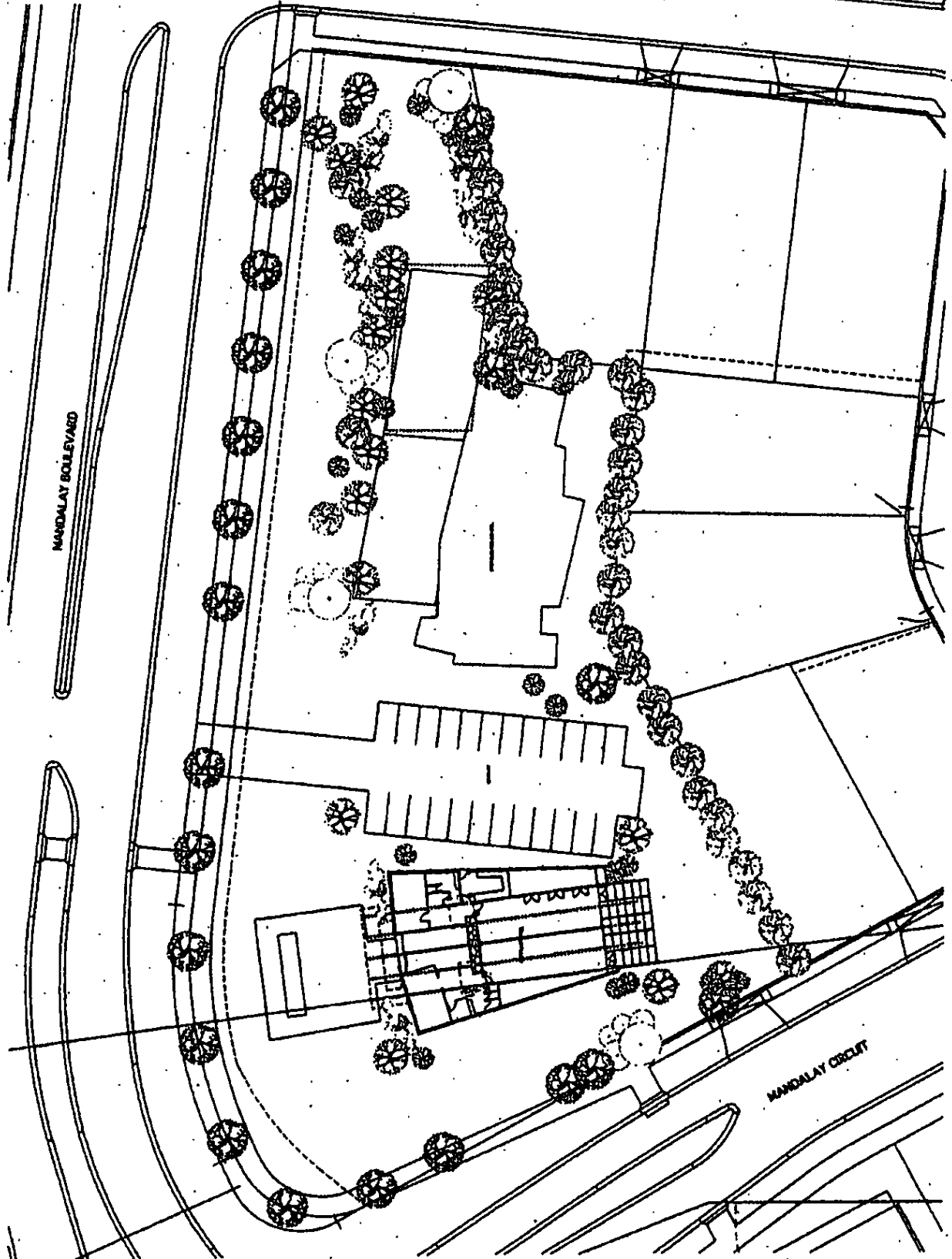
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Mitchell Planning Scheme

Comprehensive Development Zone Schedule 2

Beveridge Comprehensive Development Plan

Provision of services and facilities

FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
<u>Retail Floorspace</u> 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.
<u>Playground Facilities (5)</u> 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.
<u>Roads</u> A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. - Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. - Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.	Occupation of 100 dwellings.	Per Facility/Service description

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

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

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Annexure 2 - Standard Service Levels

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

OO.01 General

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

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

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O.01 Attendance Log

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

O.02 Commencement of Maintenance

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

O.03 Damage and Protection

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

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

O.04 Mulched Surfaces

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

O.05 Spraying

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

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O.06 Planted Areas

Maintain the planted areas in one of the following manners:

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

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

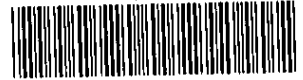
- Garden bed to be covered by plant growth consistent with the intended design
- Mulch depth maintained to the specified levels – 75mm Depth Typical
- Plants to be in a good, healthy condition.
- Plants & trees to be pruned as required to maintain plant health and condition
- Soil pH to be between 6.0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

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

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O.07 Grass Areas

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

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

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

April to October: 15 - 20mm

November to March: 12 - 15mm

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

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

O.08 Watering

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

O.09 Weeding and Rubbish Removal

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

O.10 Weed Control

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

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

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O.11 Soil Subsidence

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

O.12 Tree Ties & Guards

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

O.13 Pruning

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

O.14 Mowing

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

O.15 Trimming and Edging

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

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

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

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

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

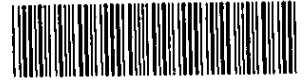
Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

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

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O.17 Irrigation

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

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

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

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

O.18 Plant Replacement

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

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

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

O.19 Cleaning of parkland area and facilities

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

O.20 Paved surfaces

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

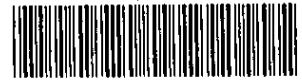
O.21 Edging

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

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O.22 BBQ

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

O.23 Oiling of Timber Seats, Decking and Handrails

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

O.24 Structures

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

O.25 Playground Equipment

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

O.26 Water Courses and Water Bodies

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

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

O.27 Insurance

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

O.28 Urgent Works

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

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O.29 Completion

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

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

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Annexure 3 - Design/Functional Brief

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Pre-School Centre

Area requirement
2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

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

Kinder Office – x 2 rooms

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

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

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Kinder Store – x 2

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

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

Kinder Food Prep Area

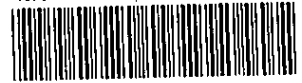
Area included in Pre-School figure
nominally 10 m²

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

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Bathrooms – Kinder Dedicated

Area Included in Pre-School figure
nominally 40 m²

To be to the satisfaction of DHS

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

**Other
requirements:**

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Maternal & Child Health

Area requirement 120 m²

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

- Other requirements:** - Close proximity to Pre School and Infant Welfare Entrance/Waiting

Indicative spatial break up:

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

Total 120 m²

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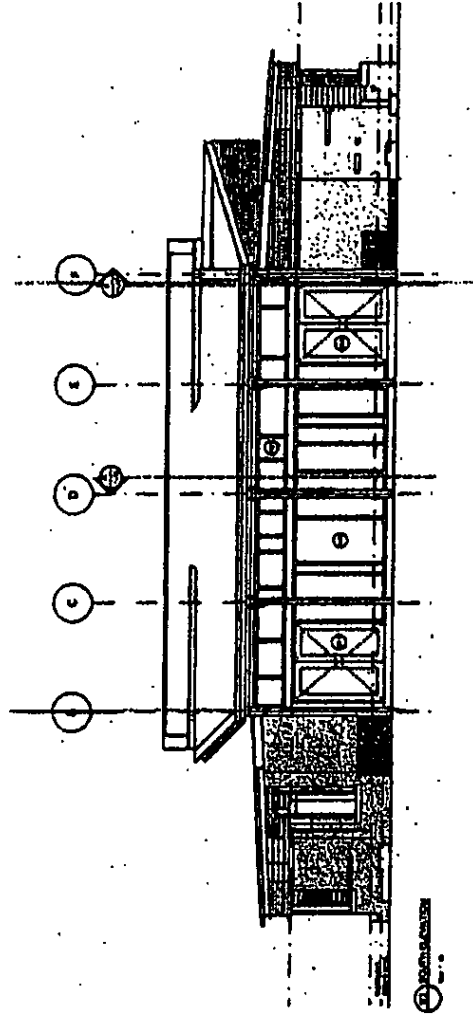
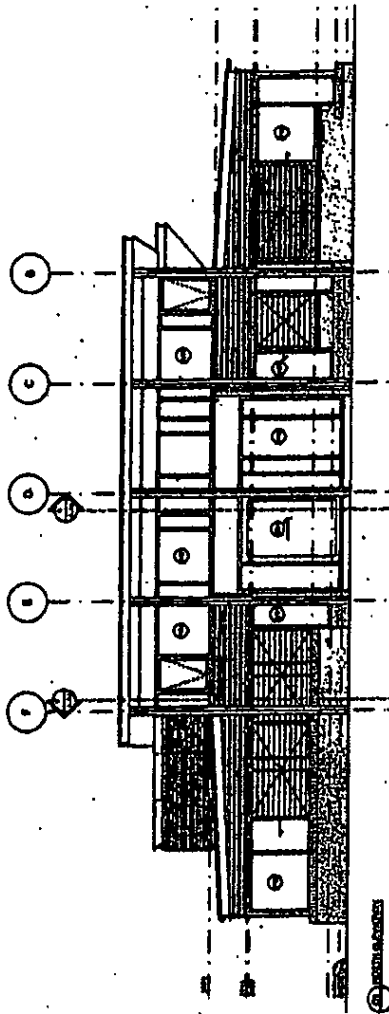
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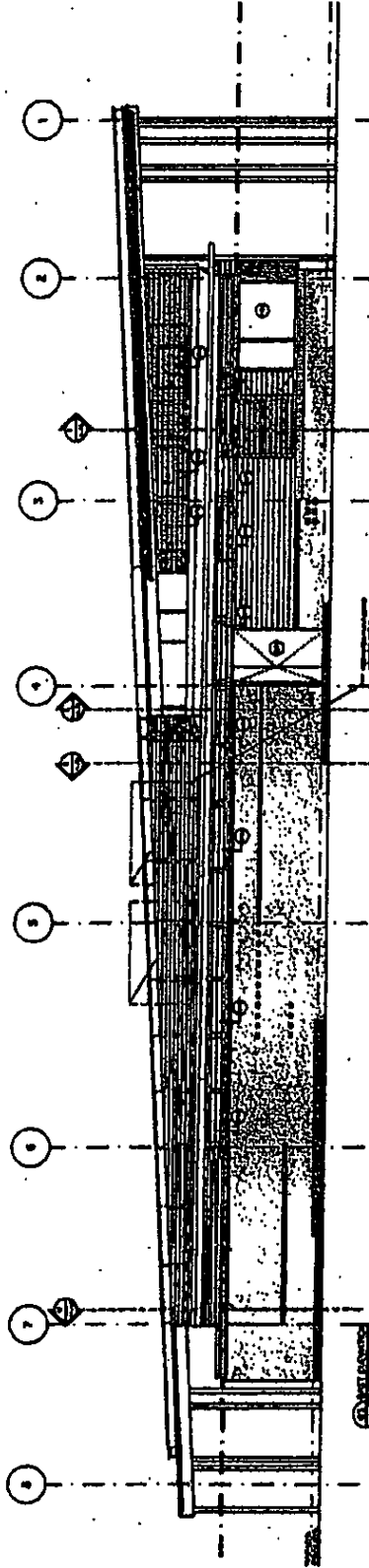
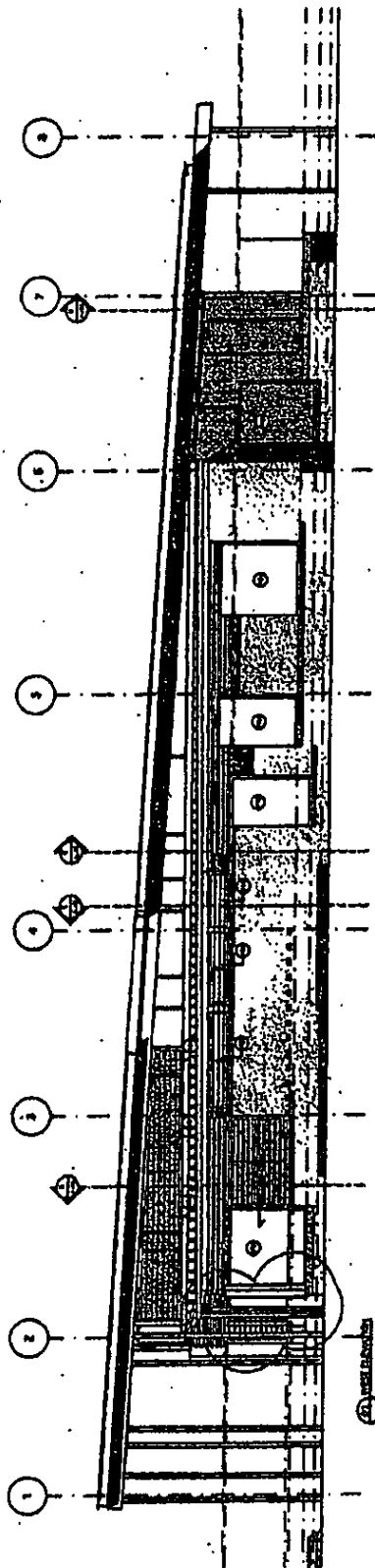
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COMMUNITY
MANAGEMENT
15/09/2009

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

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

Planning and Environment Act 1987

Lodged by:

Name: TISHER LINER & CO.

Phone: 9602 4055

Address: 317-319 LaTrobe Street Melbourne

Ref: JT/WL 09/0908

Customer Code: 1662T



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

Land: (insert name and address)

Certificate of Title Volume 11121 Folio 143

Authority: (insert name and address)

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer (full name):

PETER HALTON A/CEO

Date:

14. September 2009

CLAYTON UTZ

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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
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Our reference 14709/14193/80051208

Legal\106779116.5

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This Agreement is made on 14 September 2009

Parties

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

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

Background

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

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

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

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

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

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

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

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

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

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

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

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

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

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

"Scheme" means the Mitchell Planning Scheme.

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

1.2 Interpretation

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

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

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

some act or thing that party must:

 - (iii) procure that their respective contractors, employees and agents perform such act or thing; or
 - (iv) refrain from so doing or carrying out such act or thing;
- (t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;

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

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner

4.1 Restriction on Subdivision of Lots

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

4.2 Restriction on number of Dwellings

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

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

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

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

6.2 Notice

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

7. Non-compliance

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

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

8. Disputes

8.1 Dispute resolution

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

8.2 Unresolved dispute

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

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

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

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

9. General

9.1 Further acts

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

9.2 Successors in title

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

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

9.3 Council's costs to be paid

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

9.4 Governing law

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

9.5 Jurisdiction

Each party irrevocably:

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

9.6 Notices

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

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

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

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10. Ending of Agreement

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

11. GST

11.1 Interpretation

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

11.2 GST exclusive amount

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

11.3 Creditable acquisition

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

11.4 Tax Invoice

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

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

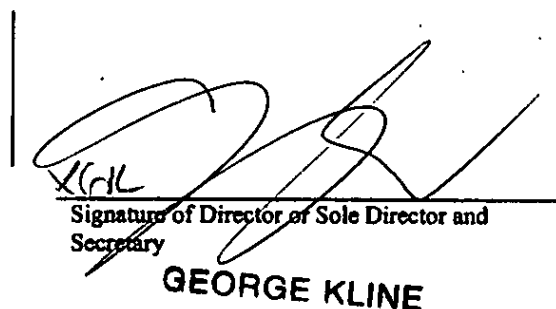
Executed by Beveridge Land Pty Ltd in accordance with section 127 of the *Corporations Act* by or in the presence of:



Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full


Signature of Director or Sole Director and Secretary
GEORGE KLINE

Name of Director or Sole Director and Secretary in full

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

Councillor

Councillor

Acting Chief Executive





TISHER LINER & CO.
LAWYERS

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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

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

SIMON ABRAHAM LL.B, B Ec. Accredited Commercial Litigation Specialist.

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

DENNIS LINER B Juris LL.B FTIA Accredited Mediation Specialist

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JENNY GARNHAM LL.B.

ALAN GOLDSTONE LL.B

SAM RECHT

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Document Type	Instrument
Document Identification	PS617320S/S5
Number of Pages (excluding this cover sheet)	4
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**Application to register a plan of
subdivision not related to
acquisition by an acquiring authority
Section 22 Subdivision Act 1988**

PS617320S/S5	
Th co: 26/05/2011 \$5062.40	PS
an m: 	
re Land Registry.	

Form 10 Reg 38(1)(b) Subdivision (Procedures) Regulations 2000

Lodged by:

Name: Tisher Liner & Co.

Phone: 9602 4055

Address:

Ref: JT/WL 10/1151

Customer code: 1662T

SPEAR REF NO: S007299A

The applicant applies for registration of the plan described.

Land: *(Volume and Folio reference)*

S6 on Plan of Subdivision No. 617320S and now Volume 11269 Folio 043

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

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

Plan No: 617320S

Stage No: 5

Municipal district in which land is located:

Mitchell Shire

Office use only

Date: 26-5-11

Signed:



Current Australian Legal Practitioner within the meaning of the Legal Profession Act 2004 for applicant

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.

ORDER TO REGISTER AND CONSENTS

See attached Consents

PS

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000, Phone 03 8636- 2010

Annexure Page

Transfer of Land Act 1958

PS617320S/S5

26/05/2011 \$5062.40

PS



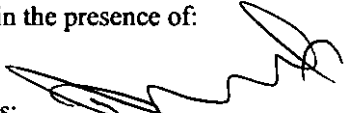
This is page 2 of *Approved Form PS* dated 26-5-11
between BEVERIDGE LAND PTY LTD ACN 115 838 661 (as Applicant), NATIONAL AUSTRALIA
BANK and BEVERIDGE PROPERTY DEVELOPERS PTY LTD ACN 130 227 593 (as Mortgagees)

Signatures of the parties

ORDER TO REGISTER AND CONSENT BY MORTGAGEE

National Australia Bank Limited ACN 004 044 937 as Mortgagee under Mortgage No. AG012774Y hereby consents to the registration of the Plan of Subdivision No. PS617320S (Stage 5). Upon completion, please issue new Titles to Russell Kennedy, Customer Code No. 1513M.

Executed on behalf of National Australia Limited)
by its Attorney Sokunthea Dul)
who holds the position of Level 3 Attorney under)
Power of Attorney dated 1/3/2007 (a certified copy)
of which is filed in Permanent Order Book 277)
Page 025 Item 35) in the presence of:)

Signature of witness: 

Stephanie Tan

Name of witness:

2502097A

A1

Page 2 of 2

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

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

ANNEXURE PAGE

Transfer of Land Act 1958



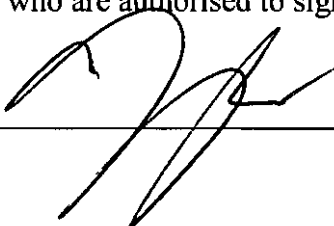
This is page 3 of *Approved Form* PS dated 26-5-11 between BEVERIDGE LAND PTY LTD (as Applicant), National Australia Bank and Beveridge Property Developments Pty Ltd (as Mortgagees)

Signature of parties

CONSENT BY MORTGAGEE

BEVERIDGE PROPERTY DEVELOPERS PTY LTD ACN 130 227 593 of 501 Blackburn Road, Mount Waverley, 3149 as Mortgagee under Mortgage No. AG012771F and AG012772D hereby consents to the registration of Plan of Subdivision No. PS617320S (Stage 5, Version D).

EXECUTED by Beveridge Property Developers Pty Ltd ACN 130 227 593 by being signed by those persons who are authorised to sign on behalf of the Company.



Name: _____ Director



Name: Yen Lagura Secretary

Address: 501 Blackburn Road, Mount Waverley 3149 Address: 41 Loddon Drive, Taylors Hill 3037

Approval No. 399099A

A1



Anstat Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

PS617320S/S5

26/05/2011 \$5062.40

PS



27 May 2011

The Registrar
Office of Titles

Dear Registrar

Registration of Plan of Subdivision PS617320S

Bank: nabproperty, National Australia Bank

Ppty: Mandalay Stage 5

We act for the Bank in relation to the above matter.

We have been instructed by the Bank ^{to} ~~that it will~~ direct the Land Registry to issue the new titles to our office on registration of the abovementioned plan. *and also Lots 174 to 206 (B) from Discharge of m+ge*
We will collect the new titles once we are advised they are available for our collection.

Yours faithfully
RUSSELL KENNEDY

Sebastian Saccuzzo
Principal

SJF 1782112v1 SJF



RUSSELL KENNEDY PTY LTD

LEVEL 12, 469 LA TROBE STREET, MELBOURNE VIC 3000 PO BOX 5146AA, MELBOURNE VIC 3001 DX 494 MELBOURNE

P. +61 3 9609 1555 F. +61 3 9609 1600 www.rk.com.au ACN 126 792 470 ABN 14 940 129 185

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Application to record an instrument

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

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Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

AT390565G

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

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

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

Signing:

Executed on behalf of

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

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 1 JULY 2020*

Signature

Warrick McGrath

Execution Date

11 JULY 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Signature]

35271702A

MSA1

Page 1 of 1

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

AT390565G

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

AT390565G

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9109/392	10847/642	11121/452	11250/675	11491/985	11641/391	11837/444
9109/408	10850/138	11121/457	11250/677	11493/207	11641/392	11837/448
9112/499	10852/868	11125/316	11258/923	11493/220	11641/401	11837/453
9117/269	10852/894	11131/091	11258/937	11493/280	11641/407	11840/504
9121/429	10852/910	11131/092	11258/952	11499/098	11643/304	11840/527
9127/837	10853/768	11131/565	11263/346	11499/102	11643/333	11840/528
9127/838	10867/022	11131/566	11263/356	11499/107	11643/447	11840/697
9162/222	10870/979	11132/693	11263/358	11499/228	11643/460	11842/534
9164/301	10871/219	11132/694	11263/362	11499/236	11643/466	11842/553
9183/751	10871/225	11132/701	11263/777	11499/881	11643/477	11847/690
9216/986	10871/235	11132/705	11268/793	11499/892	11643/482	11847/715
9271/196	10876/058	11132/707	11268/800	11499/895	11643/497	11848/029
9271/502	10883/983	11133/054	11268/803	11500/643	11643/786	11848/035
9304/798	10883/990	11133/055	11268/817	11507/660	11643/796	11848/397
9320/624	10884/035	11133/058	11268/819	11511/182	11643/797	11848/693
9330/233	10893/029	11133/068	11268/841	11511/187	11646/577	11848/711
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9375/947	10907/428	11134/439	11270/301	11511/189	11649/736	11849/619
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9427/552	10928/152	11134/453	11270/309	11519/965	11649/749	11849/637
9433/761	10928/156	11134/469	11270/311	11519/978	11649/757	11852/552
9443/125	10928/168	11134/515	11271/075	11520/362	11650/524	11852/556
9457/640	10928/172	11134/518	11271/087	11520/428	11650/525	11852/568
9464/479	10928/425	11134/519	11274/511	11521/925	11650/544	11852/571
9471/818	10928/437	11134/529	11274/514	11530/099	11650/551	11852/589
9472/269	10931/295	11134/532	11274/528	11530/111	11650/554	11853/217
9478/666	10931/299	11138/576	11274/533	11530/125	11653/720	11853/221
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9504/190	10947/749	11140/914	11274/751	11530/919	11654/307	11853/507
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9562/576	10947/787	11151/585	11275/152	11535/155	11654/318	11853/561
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9673/428	10947/803	11156/986	11277/725	11535/578	11654/335	11853/692
9679/033	10947/811	11156/987	11282/922	11545/387	11654/344	11853/702
9691/598	10952/241	11156/990	11283/027	11545/396	11654/365	11853/709
9696/624	10952/246	11156/993	11284/848	11545/400	11654/376	11853/714
9702/195	10952/249	11156/999	11289/997	11546/466	11654/385	11853/719

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

AT390565G

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



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

PS617320S/S54 11/10/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AH448929E 24/08/2010

Additional Owners Corporation Information:

OC005450Q 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

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



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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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



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OWNERS CORPORATION 1
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Entitlement and Liability:

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



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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



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Entitlement and Liability:

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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



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Entitlement and Liability:

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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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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PLAN NO. PS617320S

Entitlement and Liability:

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



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Entitlement and Liability:

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



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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



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



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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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



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



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Entitlement and Liability:

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



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



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PLAN NO. PS617320S

Entitlement and Liability:

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



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**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

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



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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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



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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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Entitlement and Liability:

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



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



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Entitlement and Liability:

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



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



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Entitlement and Liability:

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



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5110	100	100
Lot 5111	100	100
Lot 5112	100	100
Lot 5113	100	100
Lot 5114	100	100
Lot 5115	100	100
Lot 5116	100	100
Lot 5117	100	100
Lot 5118	100	100
Lot 5119	100	100
Lot 5120	100	100
Lot 5121	100	100
Lot 5122	100	100
Lot 5123	100	100
Lot 5124	100	100
Lot 5125	100	100
Lot 5126	100	100
Lot 5127	100	100
Lot 5128	100	100
Lot 5201	100	100
Lot 5202	100	100
Lot 5203	100	100
Lot 5204	100	100
Lot 5205	100	100
Lot 5206	100	100
Lot 5207	100	100
Lot 5208	100	100
Lot 5209	100	100
Lot 5210	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5211	100	100
Lot 5212	100	100
Lot 5213	100	100
Lot 5214	100	100
Lot 5215	100	100
Lot 5216	100	100
Lot 5217	100	100
Lot 5218	100	100
Lot 5219	100	100
Lot 5220	100	100
Lot 5221	100	100
Lot 5222	100	100
Lot 5223	100	100
Lot 5224	100	100
Lot 5225	100	100
Lot 5226	100	100
Lot 5227	100	100
Lot 5228	100	100
Lot 5229	100	100
Lot 5230	100	100
Lot 5231	100	100
Lot 5301	100	100
Lot 5302	100	100
Lot 5303	100	100
Lot 5304	100	100
Lot 5305	100	100
Lot 5306	100	100
Lot 5307	100	100
Lot 5308	100	100



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5309	100	100
Lot 5310	100	100
Lot 5311	100	100
Lot 5312	100	100
Lot 5313	100	100
Lot 5314	100	100
Lot 5315	100	100
Lot 5316	100	100
Lot 5317	100	100
Lot 5318	100	100
Lot 5319	100	100
Lot 5320	100	100
Lot 5321	100	100
Lot 5322	100	100
Lot 5323	100	100
Lot 5324	100	100
Lot 5325	100	100
Lot 5326	100	100
Lot 5327	100	100
Lot 5328	100	100
Lot 5329	100	100
Lot 5330	100	100
Lot 5331	100	100
Lot 5332	100	100
Lot 5333	100	100
Lot 5334	100	100
Lot 5335	100	100
Lot 5401	100	100
Lot 5402	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5403	100	100
Lot 5404	100	100
Lot 5405	100	100
Lot 5406	100	100
Lot 5407	100	100
Lot 5408	100	100
Lot 5409	100	100
Lot 5410	100	100
Lot 5411	100	100
Lot 5412	100	100
Lot 5413	100	100
Lot 5414	100	100
Lot 5415	100	100
Lot 5416	100	100
Lot 5417	100	100
Lot 5418	100	100
Lot 5419	100	100
Lot 5420	100	100
Lot 5421	100	100
Lot 5422	100	100
Lot 5423	100	100
Lot 5424	100	100
Lot 5425	100	100
Lot 5426	100	100
Lot 5427	100	100
Lot 5428	100	100
Lot 5429	100	100
Lot 5430	100	100
Lot 5431	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5432	100	100
Lot 5433	100	100
Lot 5434	100	100
Lot 5435	100	100
Lot 5436	100	100
Lot 5437	100	100
Lot 5438	100	100
Lot 5501	100	100
Lot 5502	100	100
Lot 5503	100	100
Lot 5504	100	100
Lot 5505	100	100
Lot 5506	100	100
Lot 5507	100	100
Lot 5508	100	100
Lot 5509	100	100
Lot 5510	100	100
Lot 5511	100	100
Lot 5512	100	100
Lot 5513	100	100
Lot 5514	100	100
Lot 5515	100	100
Lot 5516	100	100
Lot 5517	100	100
Lot 5518	100	100
Lot 5519	100	100
Lot 5520	100	100
Lot 5521	100	100
Lot 5522	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5523	100	100
Lot 5524	100	100
Lot 5525	100	100
Lot 5526	100	100
Lot 5527	100	100
Lot 5528	100	100
Lot 5529	100	100
Lot 5530	100	100
Lot 5531	100	100
Lot 5532	100	100
Lot 5533	100	100
Lot 5534	100	100
Lot 5535	100	100
Lot 5601	100	100
Lot 5602	100	100
Lot 5603	100	100
Lot 5604	100	100
Lot 5605	100	100
Lot 5606	100	100
Lot 5607	100	100
Lot 5608	100	100
Lot 5609	100	100
Lot 5610	100	100
Lot 5611	100	100
Lot 5612	100	100
Lot 5613	100	100
Lot 5614	100	100
Lot 5615	100	100
Lot 5616	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5617	100	100
Lot 5618	100	100
Lot 5619	100	100
Lot 5620	100	100
Lot 5621	100	100
Lot 5622	100	100
Lot 5623	100	100
Lot 5624	100	100
Lot 5625	100	100
Lot 5626	100	100
Lot 5627	100	100
Lot 5628	100	100
Lot 5629	100	100
Lot 5630	100	100
Lot 5631	100	100
Lot 5632	100	100
Lot 5633	100	100
Lot 5634	100	100
Lot 5635	100	100
Lot 5636	100	100
Lot 5637	100	100
Lot 5638	100	100
Lot 5639	100	100
Lot 5640	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/07/2025 09:39:36 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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 619665

NO PROPOSALS. As at the 14th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

11 POETS MEWS, BEVERIDGE 3753
SHIRE OF MITCHELL

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 14th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77414307 - 77414307093807 '619665'

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 14 July 2025 06:06 PM

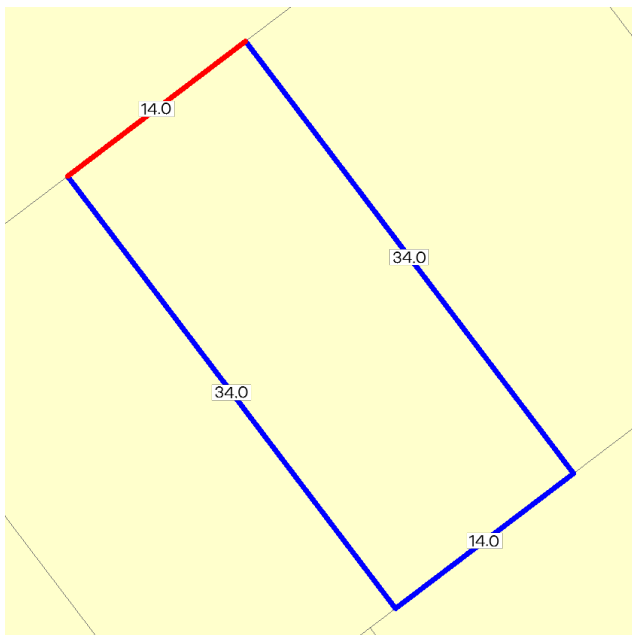
PROPERTY DETAILS

Address: **11 POETS MEWS BEVERIDGE 3753**
Lot and Plan Number: **Lot 188 PS617320**
Standard Parcel Identifier (SPI): **188\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **119180**
Directory Reference: **Melway 687 E1**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 476 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 14 July 2025 06:06 PM

PROPERTY DETAILS

Address: **11 POETS MEWS BEVERIDGE 3753**
Lot and Plan Number: **Lot 188 PS617320**
Standard Parcel Identifier (SPI): **188\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **119180**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 687 E1**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

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

STATE ELECTORATES

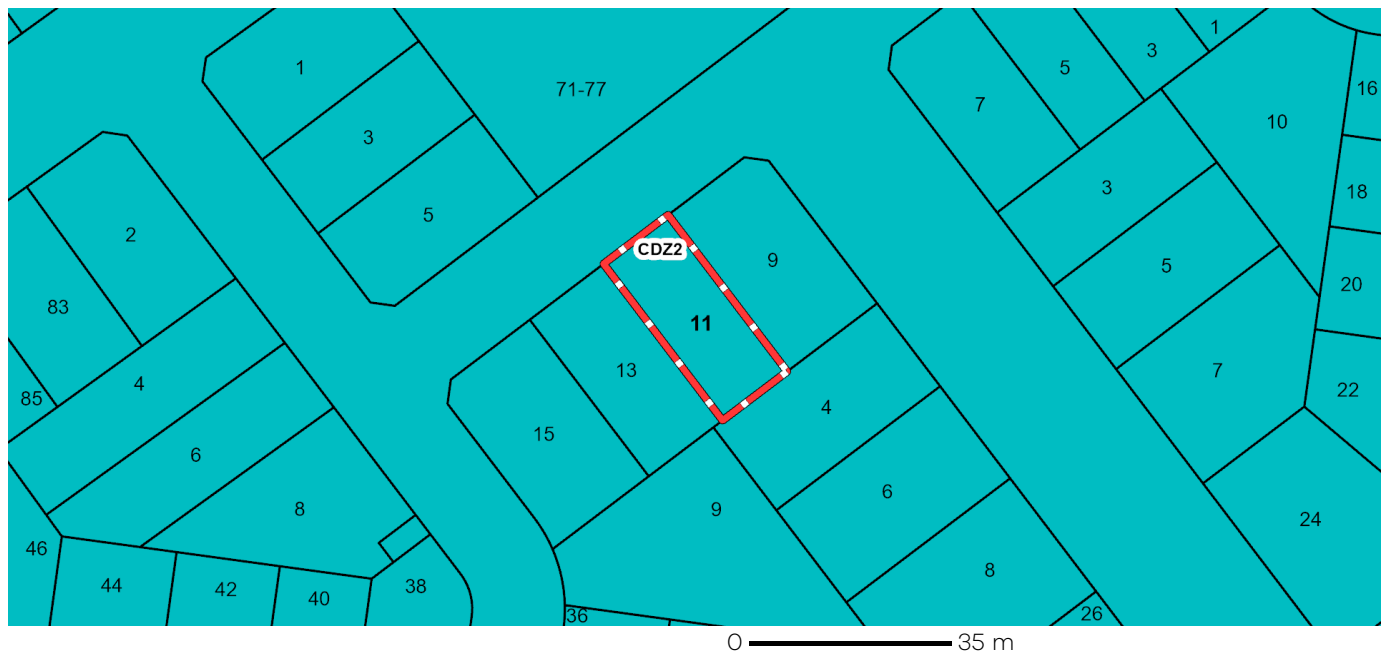
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



CDZ - Comprehensive Development

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

Planning Overlays

No planning overlay found

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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).

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 11 July 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



Property No: 119180/
Your Ref: 77414307-023-6

BUILDING CERTIFICATE

REGULATION 51 (1)

14 July 2025

LANDATA
DX 250639
MELBOURNE

Dear Sir/Madam

11 Poets Mews 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
1363/1365505236917	08/08/2022	Construction of a Spa Safety Barrier	Final Cert No: 1365505236917	30/01/2024
7947420427419	07/10/2020	Construction of a dwelling and garage	Occupancy No: 7947420427419	23/02/2021

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact the Building Department using the below contact details.

Yours faithfully

RYAN ELLIOT
MUNICIPAL BUILDING SURVEYOR

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

checkpoint
building surveyors

ISSUED TO (AGENT OF OWNER)

Sherridon Pty Ltd - 56 Barclay Road , Derrimut - 3030, VIC - Email: info@sherridonthomes.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Sherridon Pty Ltd - 56 Barclay Road , Derrimut - 3030, VIC - Telephone: 8390 1000

OWNERSHIP DETAILS

Mimma Bole & Peter Bole - 3/73 Grantham Street, Brunswick West - 3055, VIC

Contact: Mimma Bole - Email: mimma.bole@outlook.com - Telephone: 0426 816 446

PROPERTY DETAILS

Lot 188 (11) Poets Mews, Beveridge - 3753

LP/PS PS617320S	VOLUME 11274	FOLIO 738	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT Shire of Mitchell			

BUILDER

Sherridon Pty Ltd, 56 Barclay Road , Derrimut - 3030, VIC- Telephone: 8390 1000

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Sherridon Pty Ltd	Builder	CDB-U 50039
Pramith Honnanthara Arachchige	Engineer	EC 46818
Stuart McLennan	Building Surveyor	BS-U 1577

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Sherridon Pty Ltd	Builder	CDB-U 50039

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Bovill Risk & Insurance Consultants Pty Ltd	INSURANCE POLICY NUMBER C542936

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$279,729.00	FLOOR AREA OF NEW BUILDING WORK 259 m2
BUILDING CLASSIFICATION	BCA CLASSIFICATION	DESCRIPTION	
Ground Floor	1a(a)	Dwelling	
Ground Floor	10a	Garage	

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.2 – Weatherproofing	To allow the brick veneer wall flashing system for aluminium framed windows and doors with cavity weatherproofing flanges (designed to prevent water ingress into the building) to be installed as follows: The Performance Solution is to allow the omission of: - Head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall or a first floor perimeter flashing that extends around the entire building at first floor level. - Sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall. - Sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. - Door and window side flashings provided a vapour permeable pliable building membrane is taped to the aluminium window or door frame flange providing a durable weathertight seal. NOTE: Weepholes are not required if flashings have been omitted.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PRESCRIBED REPORTING AUTHORITIES

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

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. Shire of Mitchell	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

226 normanby road,southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

OCCUPATION OR USE OF BUILDING

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

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

COMMENCEMENT AND COMPLETION

The building work must commence by . 7/10/2021

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

This building work must be completed by . 7/10/2022

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - (ii) The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 star Energy Rating and includes an onsite connection to Recycled Water provided by the Relevant Authority.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Termite Protection MUST be provided to the dwelling, in accordance with AS 3660.1.2000.

RELEVANT BUILDING SURVEYOR

David Dennerley

BUSINESS

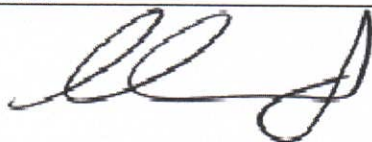
Checkpoint Building Surveyors

Address: 226 Normanby Road Southbank VIC 3006

Email: enquiries@check-point.com.au

Phone: (03) 9673 0000

SIGNATURE



REGISTRATION NO.

BS-L 60053

PERMIT NO.

7947420427419

DATE

7/10/2020

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT



PROPERTY DETAILS

Lot 188 (11) Poets Mews, Beveridge - 3753				
UPPS	VOLUME	FOLIO	COUNTY	
PS617320S	11274	738		
CROWN ALLOTMENT	SECTION	PARISH		
MUNICIPAL DISTRICT				
Shire of Mitchell				

BUILDING PERMIT DETAILS

Building Permit No.: 7947420427419
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance to actions	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.2.2 – Weatherproofing	To allow the brick veneer wall flashing system for aluminium framed windows and doors with cavity weatherproofing flanges (designed to prevent water ingress into the building) to be installed as follows: The Performance Solution is to allow the omission of: - Head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall or a first floor perimeter flashing that extends around the entire building at first floor level. - Sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall. - Sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. - Door and window side flashings provided a vapour permeable pliable building membrane is taped to the aluminium window or door frame flange providing a durable weathertight seal. NOTE: Weepholes are not required if flashings have been omitted.

PERFORMANCE SOLUTION (IF APPLICABLE)

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

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Shire of Mitchell	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

- Occupation is subject to the following conditions:
- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
 - A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
 - The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099

CBS 2020/7113

DATE OF FINAL INSPECTION

22/02/2021

RELEVANT BUILDING SURVEYOR

David Dennerley

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

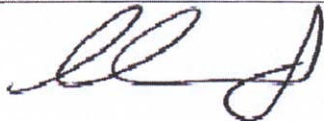
REGISTRATION No.

BS-L 60053

OCCUPANCY PERMIT No.

7947420427419

SIGNATURE



DATE OF ISSUE

23/02/2021

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.



9 February 2024

M Bole, P Bole
11 Poets Mews
BEVERIDGE VIC 3753

Dear Sir/Madam,

COUNCIL NOTIFICATION AND DETERMINATION
REFERENCE NO: BSR0911/24

I refer to your recent registration for a **Relocatable Spa** at 11 Poets Mews BEVERIDGE VIC 3753

I now confirm registration and provide the below determination:

Date of Construction/Installation:	08/08/2022
Applicable Barrier Standard:	1926.1-12
Barrier Complies Under:	Relevant Deemed to Satisfy Provisions of the BCA

Your Certificate of Barrier Compliance due date is: 02/02/2028

A Certificate of Barrier Compliance must be lodged online with the Council by the above due date. A fee is payable at the time of lodgement. Failure to lodge the Certificate of Barrier Compliance by the due date above is an offence.

A Certificate of Barrier Compliance (Form 23) is evidence that a swimming pool barrier has been inspected and was determined to comply with the applicable barrier standard.

The Certificate of Barrier Compliance must be issued by a relevant practitioners or swimming pool inspector upon an inspection of the barriers and if they are satisfied with the compliance of the barrier.

Every effort has been made to determine the correct date of construction/installation of your Permanent Pool. Should you believe that this information is incorrect and if you are not satisfied with Council's determination in this matter, owners have a right of appeal to the Building Appeals Board against a Council's determination. In this instance please notify the Councils Building Department to discuss the matter further.

If you have any queries please contact the Council's Building Department on 0357346200.

Yours Sincerely

Ryan Elliot
MUNICIPAL BUILDING SURVEYOR

Banyule BPi

Building Permits & Inspections

S.R. No. 116/2019

Building Amendment (Swimming Pool and Spa) Regulations 2019

FORM 23

Regulations 147Y(4), 147ZB(2)

Building Act 1993

Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

Name of owner of the land (the *property*) on which the swimming pool or spa is located: **Peter & Mimma Bole**

Postal address: **11 Poets Mews Beveridge Vic 3753 Australia**

Telephone number: **0459 477 900**

Email address: **bolley70@hotmail.com**

Property details:

Number 11	Street Poets Mews	Suburb BEVERIDGE	Postcode 3753
Lot/s 188	LP/PS PS617320S	Volume 11274	Folio 738
Crown allotment	Section	Parish	County
Municipal District Mitchell Shire Council			

Type of swimming pool or spa:

Permanent swimming pool	☐
Permanent spa	☐
Relocatable swimming pool	☐
Relocatable spa	☒

Date of construction of the swimming pool or spa: **8/08/2022**

Applicable barrier standard:

AS1926.1 – 2012

The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018 ☐
- relevant deemed to satisfy provisions of the BCA ☒
- a performance solution in accordance with the BCA ☐

INSPECTION DETAILS

Date(s) of inspection(s) of the swimming pool or spa barrier: **29/01/2024**

Certification of compliance

Following inspection of the spa barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Banyule BPi

Building Permits & Inspections

Application Number: 202202828

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BS-U 1363/1365505236917 08 August 2022

Issue to

Agent of Owner **Oke Pool Fencing & Balustrades Pty**
Postal Address **35 Seymour Drive Plenty** Postcode **3090**
Email **permits@okeindustries.com.au**
Address for serving or giving of documents: **35 Seymour Drive Plenty** Postcode **3090**
Contact Person Telephone **03 9436 1961**

Ownership Details

Owner **Peter & Mimma Bole**
Postal Address **11 Poets Mews Beveridge** Postcode **3753**
Email **bolley70@hotmail.com**
Contact Person **Peter & Mimma Bole** Telephone **0459 477 900**

Property Details

Number **11** Street/Road **Poets Mews** Suburb **Beveridge** Postcode **3753**
Lot/s **188** LP/PS **PS617320S** Volume **11274** Folio **738**
Crown allotment Section No Parish County
Municipal District **Mitchell Shire Council**

Builder

Name **Brendan Oke (Oke Pool Fencing & Balustrades)** Telephone **03 9436 1961**
Address **35 Seymour Drive PLENTY** Postcode **3090**
This builder is specified under section 24B [2(a)] of the Building Act 1993 for the building work to be carried out under this permit

Natural Person for service of directions, notices and orders (if builder is a body corporate)

Name **Peter Bole** Telephone
Postal address **11 Poets Mews Beveridge Vic** Postcode **3753**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Brendan Oke (Oke Pool Fencing & Balustrades)	Builder	DB-L 43017

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**
Insurance policy number : **N/A**
Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of Spa Safety Barrier

Storeys contains: **0**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019 Amendment 1**

Cost of Building Work: **\$4,500.00**

Total floor area of new building work in m²: **0**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Safety Spa Barrier**

Class: **10b**

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Final

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

Commencement and Completion

This building work must commence by 08 August 2023

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

This building work must be completed within 6 months of commencement

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

Municipal Building Surveyor

Name: **Danny Hick**

Address: **Level 3, 1 Flintoff Street, Greensborough VIC 3088**

Email: **inspections@banyulebpi.com.au**

Building practitioner registration no.: **BS-U 1363**

Municipal district: **Mitchell Shire Council**

Permit no.: **BS-U 1363/1365505236917**

Date of issue of permit: **08 August 2022**

**Notes**

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

Annexures 'A'

Conditions of Approval

Building Permit No. BS-U 1363/1365505236917 Issued 08 August 2022

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. This Building Permit only allows for a maximum amount of 1 mandatory inspections. Any additional inspections will be charged at a rate of \$110.00 each.
2. ALL INSPECTIONS MUST BE BOOKED WITH THIS OFFICE 24HRS IN ADVANCE. PLEASE BE AWARE THAT NO SAME DAY INSPECTIONS WILL BE PERMITTED. CANCELLATIONS MADE AFTER 10AM ON THE BOOKED DAY WILL INCUR A \$110.00 FEE
3. All building work constructed pursuant to this Building Permit shall be in accordance with the Building Act 1993, the Building Regulations 2018 and the Building Code of Australia and any applicable Australian Standards including all amendments.
4. The building work must be carried out strictly in accordance with the issued Building Permit, approved plans and manufacturers specifications. One copy must be kept on site and made available for inspection in accordance with Building Regulation 41(1) while the proposed works are in progress.
5. The relevant building surveyor may cause any building work to be demolished, opened, cut into or tested if this is reasonably required to facilitate the carrying out of an inspection for the purposes of this Act or the regulations
6. All glazing to be in accordance with AS 1288-2006
7. Hoardings must be provided where required to protect the public from injury or access to the building site. Additional permits, licenses and/or consents may be required under other relevant Acts, regulations and /or Council by Laws (Asset Protection, Crossing permits) prior to commencing of the proposed building work
8. The relevant building surveyor may cause building work for which a permit has been issued to be inspected at any time whether or not a mandatory notification stage has been completed
9. The building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved by the relevant building surveyor.
10. Note: Owner must adhere to any restrictive covenants and 173 agreements stated on title.
11. Prior to the commencement of building work the person in charge of the carrying out of building work on the allotment must erect a sign in a conspicuous position showing –
 - (i) the registration and contact details of the builder and building surveyor; and
 - (ii) the number and date of issue of the building permit.
12. A person who is carrying out building work for which a permit has been issued must stop carrying out that work or any part of that work on completion of a mandatory notification stage if directed to do so by the relevant building surveyor.
13. As per Regulation 53 & 54 'Commencement and completion of work' of the Building Regulations 2018:
 - 53 If a building permit is issued, the building work—
 - (b) must commence — within 12 months of the date of issue of the building permit.
 - 54 If a building permit is issued, the building work must be completed—
 - (c) in the case of a swimming pool or spa or any associated barrier or safety equipment—
 - (i) if the building work is being carried out on an allotment concurrently with other building work that is being carried out on the same allotment, within the period of completion for the other building work; or
 - (ii) in any other case, within 6 months after the building work commences.
14. Pool fencing must comply with AS1926.1-2012. Gates must open away from pool enclosure and must be fitted with a self-closing and self-latching device with the opening device located a minimum of 1.5m high above finished floor level in accordance with AS1926.1 - 2012.
15. Any windows opening into a pool enclosure must be permanently restricted to a maximum opening of 100mm.
16. It is the responsibility of the owner to make sure that the entire pool barrier, including any openings within it are maintained to working order and fully functional.
17. Any glass pool barrier to also comply with AS 1288 - 2006.

Annexures 'B'

Required Certificates

18. Manufacturers Certificate that the barrier complies with AS1926.1-2012 section 3.1 - 3.5 loading requirements
19. Manufacturers Certificate that the barrier complies with AS1926.1-2012 section 2.4 (gates, gate units & latch fittings)

Banyule BPI

Building Permits & Inspections

10/08/2022

Application Number: 202202828

Oke Pool Fencing & Balustrades Pty
35 Seymour Drive
Plenty VIC 3090

BUILDING PERMIT APPROVED FOR THE PROPOSED BUILDING WORK

Lot 188, 11 Poets Mews Beveridge Vic 3753 Australia

Construction of Spa Safety Barrier

Dear Sir/Madam:

I am pleased to advise you that Building Permit No BS-U 1363/1365505236917 has been issued for the works mentioned above at the above address.

Copies of the approved documentation are enclosed for your records.

Please ensure that one set of approved documents is kept on-site, in a secure location and accessible by our inspector when carrying out a mandatory inspection.

To request a mandatory inspection, please contact our office on (03) 9433 7777, 24 hours notice would be appreciated.

IMPORTANT REMINDERS

Mandatory inspections

- Your mandatory inspections are located on the front page of the Building Permit.
- Inspection must be booked 24hrs in advance - We do not offer same day bookings
- Inspections are carried out between Monday-Friday 8:30am-5:00pm.
- Additional inspections or waste of time/failure to cancel inspections will incur a fee of \$110.00.
- Inspections can be booked with our office on (03) 9433 7777 or inspections@banyulebpi.com.au.

Commencement and Completion dates

- Your commencement and completion dates are located on the front page of the Building Permit.
- All inspections must be carried out prior to the completion date (2yrs from time of issue).
- You will be notified 60 days prior to the completion date at which time you can apply for a 1yr extension which will cost \$220.00 if needed (no further extensions are allowed).
- If a final inspection is not carried out prior to the completion date and you haven't applied for an extension the permit will lapse and you will need to apply for a new building permit.

Refer to the Victorian Building Authority (www.vba.vic.gov.au) 2014-35 Practice Note in relation to Lapsed Building Permits

Thank you again for choosing Banyule BPI for your building permit services. We value your business and appreciate your ongoing support.

Banyule BPi

Building Permits & Inspections

If you have any queries in relation to this project, please contact our office for assistance.

Yours Sincerely,

Banyule BPi

General Notes - Swimming Pools/Spas Barriers:

- 1) All materials and work practices shall comply with but not be limited to the Building Regulations 2019, the National Construction Code Series 2019 Building Code of Australia Volume 1 and all relevant current Australian standards (as amended) referred to therein.
- 2) Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2019 Building Code of Australia Volume 1.
- 3) All materials and construction practice shall meet the Performance Requirements of the Building Code of Australia. Where a performance solution is proposed then prior to implementation or installation it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the Building Code of Australia.
- 4) These drawings shall be read in conjunction with all architectural specifications, relevant structural and all other consultants drawings/notes and specifications and with any other written instructions issued in the course of the contract.
- 5) All measurements and levels in millimetres unless noted otherwise.
- 6) Figure dimensions take precedence over scaled dimensions.
- 7) A Building Permit is required prior to the commencement of these works. The release of these documents is conditional to the Owner obtaining the required Building Permit.
- 8) The builder and subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.
- 9) Installation of all services shall comply with the respective Supply Authority requirements.
- 10) These plans have been prepared for the exclusive use by the client of FDC Building Designs P/L (the Designer) for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.
- 11) The client and/or the client's builder shall not modify or amend the plans without the knowledge and consent of FDC Building Designs P/L. Where a Registered Building Surveyor makes minor necessary changes to facilitate the Building Permit application and such changes are promptly reported back to FDC Building Designs P/L.
- 12) The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. All variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing any variation.

Summary of Non-Climbable Zone (NCZ)

- 13) NCZ 1 - 900mm vertical plane on the outside of the internal barrier. This can be located anywhere within the perpendicular height of the barrier or anywhere between horizontal components including handrails and footboards.
- 14) NCZ 2 - Is a quadrant created by a 900mm radius down from the top of NCZ 1. NCZ 2 is always immediately adjacent to NCZ 1 on all barriers.
- 15) NCZ 3 - Is a quadrant created by a 900mm radius up from the top of the barrier and applies to the outside of the barrier. Where NCZ 1 is below the top of the barrier, NCZ 3 extends vertically down to NCZ 1.

- 16) NCZ 4 - Is applicable to all barriers with vertical openings 100mm-180mm in width. It is a rectangular space that is 900mm high by 300mm deep and located on the inside of the barrier and aligns with NCZ 1.
- 17) NCZ 5 - Is a quadrant created by a 900mm radius down from the top of the inside of a boundary barrier. NCZ 5 is only applicable to boundary barriers.
- 18) Where the internal barrier is barrier other than a boundary barrier is 1800mm or greater in height, the internal barrier does not require an NCZ and may be climbable on both sides.

Boundary Barriers

- 19) Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800mm on the inside and NCZ 5 formed as a quadrant down from the top of the inside of the barrier.
- 20) Where the top rail or surface of the internal barrier is greater than 50mm and is located within the NCZ 5, the height of the lower barrier shall extend to a height not less than 1800mm and extend not less than 300mm from the intersection.
- 21) Boundary fences forming part of the swimming pool and/or spa safety barrier not to exceed 2000mm in height from natural ground level without building surveyor approval and council consent (where required) first being obtained.
- 22) Tree clump boundary may need to be removed if within the specified non-climbable zone in accordance with AS1926.1-2012. Minimum 900mm clear from top of fence and at least 500mm clearance in any part of fence where deemed to reduce the 1800mm drop pool side.

Barriers

- 23) All internal barriers must be no less than 1200mm high above finished ground level and extend 900mm min horizontal distance past lower level of finished ground level and/or retaining wall in accordance with AS 1926.1.
- 24) Glass barriers must comply with the provisions of AS 1288-2006. Glass used in a around swimming pool areas must be Grade A Safety glazing.
- 25) Steps, retaining walls, objects or level changes that would otherwise reduce the height of a barrier within a properly shall not be located within 500mm of the outside of the barrier.
- 26) Projections and indentations, or any combination thereof, within the NCZ 1, shall not form a horizontal surface with a depth greater than 10mm.
- 27) The clear opening between any vertical components shall not exceed 100mm at any point on a barrier.
- 28) The height of any opening between the bottom of the barrier and the finished ground level shall be permanent and not easily reduced or eroded by a young child, animals or weather.

Gates

- 29) Gates shall be hung so that they only swing outwards, i.e. away from the pool area. Gates shall be located so that the top of operation is clear of any building or doorway. The opening under a closed gate shall not exceed 50mm at any point.
- 30) Gates shall be fitted with a self-closing device that will close the gate from any position with a stiffness start, without the application of a manual force and operate the latch.
- 31) Gates shall be hung so that when a gate is closed and latched, and is lifted upwards or pulled downwards with a force of 250N, movement of the gate does not release the latch, unless the gate or increase the opening between the bottom of the gate and the finished ground level to more than 100mm.

- 32) Gates shall be fitted with a latch that will automatically operate on the closing of the gate and will prevent the gate from being re-opened without being manually released.
- 33) Where the release point of the latch is located at a height less than 1500mm above the finished ground level, the location of the latch shall:
 - not be on the outside of the barrier;
 - be in such a position that to release the latch from the outside will be necessary to reach over or through the barrier at a height not less than 1200mm above the finished ground level or not less than 1000mm above the highest lower horizontal member; and
 - be at least 150mm below the top of the barrier if a hand-hole is not provided, or at least 150mm below the edge of any hand-hole if provided.
- 34) Gate hinges that protrude out from the barrier with a horizontal top surface depth greater than 10mm and those that create an opening between the gate post and the gate stile of more than 10mm shall not be permitted in NCZs 1 and 2. Hinges with a top surface sloped at 40° to the horizontal or more may be located within NCZs 1 and 2.
- 35) Each gate unit shall be clearly and permanently marked on at least one of the gate posts or on the gate or on some other component of the gate unit with the registered trademark or the name and address of the manufacturer. The following methods of marking are acceptable:
 - a. self-adhesive metallized label which cannot be removed without the use of a tool such as a scraper
 - b. metal plate secured by rivets
 - c. stamping or moulding of the information into a component

Other Barriers

- 36) A retaining wall for similar features that acts as a barrier above the pool level shall:
 - not slope away from the pool by more than 10°;
 - have a 1200mm high barrier at top of retaining wall when retaining wall is less than 1800mm high
- 37) A retaining wall for similar features that acts as a barrier below the pool level shall:
 - not slope towards the pool by more than 10°;
 - have a barrier fixed to top of retaining wall to have a total barrier height no less than 1200mm (including height of retaining wall) when retaining wall is less than 1200mm high

Windows

- 38) Where a window opens directly into the pool area and the height from the sill of the lowest opening panel of the window to the finished ground level in the pool area is less than 900mm, the operable portion of the window shall comply with the following:
 - be totally covered by bars or a metal screen, that are fixed to the building with fasteners that can only be removed by the use of a tool, the opening between bars and the horizontal dimension of openings in a metal screen shall not be greater than 10mm;
 - be fixed to the building with fasteners that can only be removed by the use of a tool, so that it will remain closed or will open to a maximum of 10mm.

Doors

- 39) Child-resistant doorsets shall only be installed for access to indoor pools and the indoor part of an indoor/outdoor pool.

Above Ground Pools/Spas

- 40) For above ground pools that are factory fabricated and designed for assembly and installation on site, the walls of the pool shall be considered as effective barriers provided they comply with the relevant provisions of Clauses 21 to 23 of AS 1926.1-2012.
- 41) A barrier complying with Clauses 21 to 24 of AS1926.1-2012 shall be placed around permanently fixed access ladders and around a designated access point to above ground pools with removable ladders.

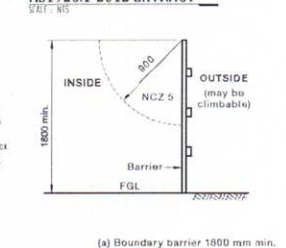
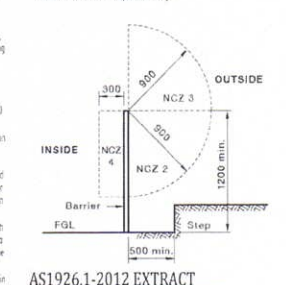
Strength & Rigidity of Barriers & Components

- 42) A barrier with vertical openings wider than 10mm shall have vertical components with sufficient strength and rigidity such that a 105 ± 3, 45mm diameter metal cone cannot pass through the opening under the application of a force of 150N.
- 43) Each post and latch shall withstand a horizontal force of 130N at 1200mm above finished ground level. After loading, there shall be no permanent damage to any post, the fastenings shall not loosen to impair the effectiveness of the barrier.
- 44) Structural components, such as panel infills, top & bottom rails, rars, pulleys, jacking, and the like, shall be capable of sustaining a force of 130N without any component:
 - breaking;
 - showing signs of fracture;
 - loosening so the effectiveness of the panel is impaired; or
 - becoming permanently deformed by more than a factor of 1/200 over its length.
- 45) All gate units shall close & latch from fully open to resting on the latch, under both of the following conditions:
 - Under the natural weight of the gate;
 - With the gate open & after a weight of 25kg has been placed on the top rail or component at a point 800mm from the outer edge of the locking stile of the gate for 30 seconds and then removed.
- 46) With the gate closed, the latch & posts of the barrier to which the gate is attached shall be capable of releasing the gate in a closed position when the weight in item 44 is placed at the same location and remains on the gate.
- 47) Strength & rigidity testing for all barrier components shall be in accordance with AS1926.1.

Misc.

- 48) No steps, retaining walls, objects or level changes that would otherwise reduce the 1800mm effective internal height of the boundary barrier are permitted within 500mm of the boundary barrier.
- 49) In accordance with NEC 2019 Vol.2 Part 2.2.4, filter backwash to connect to sewer by plumber or installation of a cartridge filter system with a 3-way valve is to be installed between pool pump & cartridge filter for pool drainage purposes. Fibreglass pools must not be drained any lower than half way through sump box.
- 50) All metal components of pool barriers within 125m of pool edge must be earthed in accordance with AS/NZS 3000:2018.
- 51) Heating for swimming pool & spa options:
 - a solar heater no boosted by electric resistance heating; or
 - a heater using retained energy; or
 - a gas heater; or
 - a heat pump; or
 - a combination of the above.
- 52) Pool covers for swimming pool & spa:
 - Where some or all of the heating required is by a gas heater or a heat pump, the swimming pool or spa must have a cover with a minimum R-value of R3.5; and
 - a time switch to control the heater

- 53) Pool filtration system location: Refer details to 2 & 3 on "SWIMMING POOL SAFETY BARRIER GUIDE & OPTIONS" in this set of plans.
 - Pool filtration system must not be placed over an easement, inside the pool enclosure area within 500mm of a boundary barrier, or within 900mm (externally) of an internal pool fence, or within 100mm (internally) of an open-style pool barrier. Equipment may be located immediately adjacent internal pool fencing provided it is fixed in a manner that complies with non-climbable zone requirements.
- 54) Required certificates:
 - Manufacturer's certificate that the barrier complies with AS1926.1-2012 (Section 31-35 loading requirements)
 - Manufacturer's certificate that the barrier complies with AS1926.1-2012 (Section 24 gates, gate units & latch fittings)
 - Certification/manufacturers specification required to be submitted at final inspection stage.



(a) Boundary barrier 1800 mm min.

AS1926.1-2012 EXTRACT

SCALE: NTS

Banyule BPI
APPROVED DOCUMENT
BUILDING ACT 1993
Building Regulations 2018
24 HOURS NOTICE

Phone: 9433 7777

MIMMA & PETER BOLE

11 POETS MEWS, BEVERIDGE

11 POETS MEWS, BEVERIDGE

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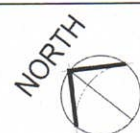
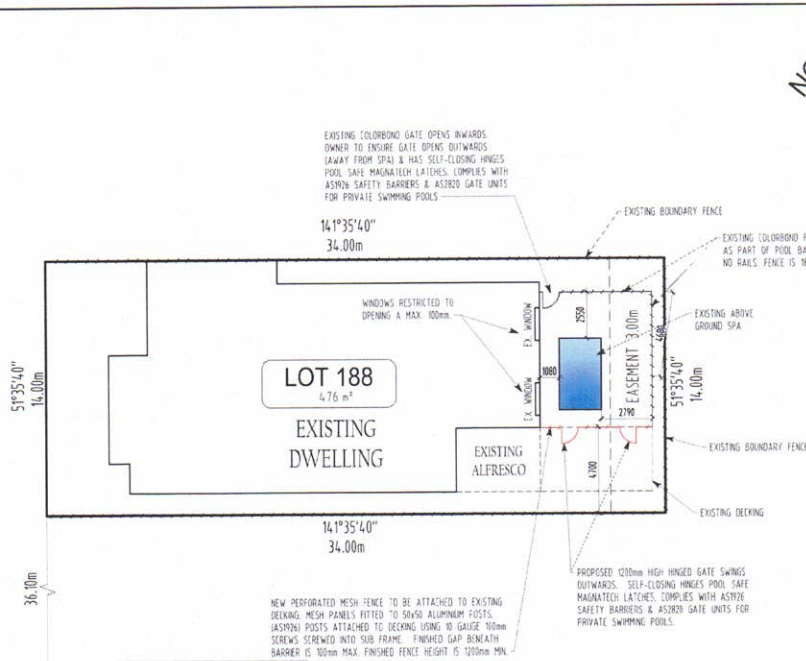
REVISION	Drawn	Checked	Date

DRAWING TITLE:	GENERAL NOTES
PROJECT:	PROPOSED SPA BARRIER

ELEMENT:	MIMMA & PETER BOLE
SITE ADDRESS:	11 POETS MEWS, BEVERIDGE

DATE:	20-07-22
Drawn:	FDC
Checked:	REI
Scale:	1:100 @ A3
SHEET NO:	A1

POETS MEWS



LEGEND-SITE PLAN

SW	STORMWATER (SWD) PIPE (VERIFY ON SITE)
S	SEWER PIPE (VERIFY ON SITE)
---	SWD PIPE TO BE CONNECTED TO LPD & TO THE SATISFACTION OF RELEVANT LOCAL AUTHORITY
---	ADJ. DOWN TO BE CONNECTED TO SW VIA SILL PITS
---	DENOTES EXTENT OF PROPOSED FENCING
MB	METER BOX
DP	DOWNPIPE
DPS	DOWNPIPE WITH SPREADER
RWH	RAINWATER HEAD
LPD	SWD LEGAL POINT OF DISCHARGE
---	BATTER TO AREA OF CUT
---	BATTER TO AREA OF FILL
---	EXISTING TREE
---	TREE TO BE REMOVED BY OWNER PRIOR TO CONSTRUCTION
HAB	DENOTES HABITABLE ROOM WINDOW
NHAB	DENOTES NON-HABITABLE ROOM WINDOW

BUILD OVER EASEMENT APPROVAL REQUIRED
APPROVAL REQUIRED FROM RELEVANT AUTHORITY TO CONSTRUCT POOL BARRIER WITHIN EASEMENT

HIDDEN SPACES
NO OUTBUILDING OR HIDDEN SPACE IS TO BE LOCATED WITHIN THE POOL ENCLOSURE IN ACCORDANCE WITH ASP261

EXISTING PROPERTY STRUCTURES
EXISTING HOME MEASUREMENTS & LAYOUT BASED ON INFORMATION SUPPLIED BY ONE INDUSTRIES

BARRIER LEGEND

---	BOUNDARY FENCE
---	EXISTING COLORBOND FENCE
---	PROPOSED POOL PERF BARRIER

RELOCATABLE SPA LOCATION
A NEW BUILDING PERMIT WILL BE REQUIRED SHOULD THE SPA BE MOVED FROM THE APPROVED LOCATION

PERFORATED MESH BARRIER:

- BARRIERS USING MATERIAL WITH APERTURES NOT GREATER THAN 12mm SHALL HAVE A HEIGHT OF NOT LESS THAN 1200mm
- BARRIERS USING MATERIAL WITH APERTURES GREATER THAN 12mm BUT NOT GREATER THAN 100mm SHALL HAVE A HEIGHT OF NOT LESS THAN 1800mm
- BARRIERS USING MATERIAL WITH APERTURES GREATER THAN 100mm SHALL NOT BE USED
- WHEN A 25KG WEIGHT IS SUPPORTED ALONG THE TOP OF THE BARRIER, IT SHALL NOT REDUCE THE HEIGHT TO LESS THAN 1200mm
- WHEN A 25KG WEIGHT FORCE OF 100N IS APPLIED ALONG THE BARRIER, IT SHALL NOT REDUCE THE HEIGHT TO LESS THAN 1200mm

APPROVED DOCUMENT
BUILDING REGULATIONS 2018
24 HOURS NOTICE
REQUIRED FOR INSPECTION

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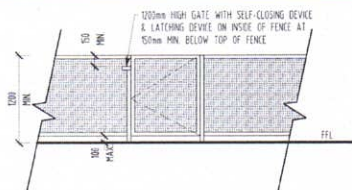
REVISION	DATE

USE: TO AMEND/REWORK THE PROPERTY OR FOR BUILDING DESIGN. NO PART OF THIS DESIGN MAY BE COPIED IN PART OR IN WHOLE TO OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF FDC BUILDING DESIGNS.

DRAWING TITLE:	SITE PLAN
PROJECT:	PROPOSED SPA BARRIER

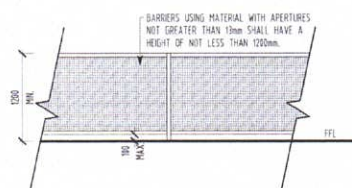
CLIENT:	MIMMA & PETER BOLE
SITE ADDRESS:	11 POETS MEWS, BEVERIDGE

DATE:	20/07/22
DRAWN:	FDC
CHECKED:	
SCALE:	1:200 @ A3
SHEET NO.:	A2



TYPICAL SPA GATE ELEVATION - PERFORATED ALUMINIUM

GATE SWINGS OUTWARDS. SELF-CLOSING HINGES POOL SAFE LATCHES. COMPLIES WITH AS1926 SAFETY BARRIERS & AS2026 GATE UNITS FOR PRIVATE SWIMMING POOLS.



TYPICAL SPA BARRIER ELEVATION - PERFORATED ALUMINIUM

NEW PERFORATED MESH FENCE TO BE ATTACHED TO EXISTING DECKING. MESH PANELS FITTED TO 50x50 ALUMINIUM POSTS. (AS1926) POSTS ATTACHED TO DECKING USING 10 GAUGE 80mm SCREWS SCREWED INTO SUB FRAME. FINISHED GAP BENEATH BARRIER IS 100mm MAX. FINISHED FENCE HEIGHT IS 1200mm MIN.

POOL SAFETY BARRIER NOTES

TO AS 1926.1 - 2012

POOL SAFETY BARRIER REQUIREMENTS

THE RESPONSIBLE OFFICER FOR THE INTERPRETATION OF THE STANDARD AND ASSESSMENT OF SAFETY BARRIERS FOR SWIMMING POOLS IS THE RELEVANT BUILDING SURVEYOR WHO ISSUES THE BUILDING PERMIT FOR THE SWIMMING POOL.

SUMMARY OF MOST COMMONLY APPLIED REQUIREMENTS

THE STANDARD IS DIRECTED AT CHILDREN UP TO 5 YEARS OF AGE. BUILDINGS AND WINDOWS CAN BE USED AS PART OF THE SAFETY BARRIER IN LIMITED CIRCUMSTANCES WHERE OTHER SOLUTIONS ARE NOT PRACTICAL. A CHILD RESISTANT BUILDING DOOR-SET CANNOT BE USED AS PART OF THE SAFETY BARRIER IN VICTORIA. AS1926.1-2012. THE STANDARD REQUIRES A NON-CLIMBABLE ZONE (NCZ) OF 900mm TO BE INCORPORATED INTO THE SAFETY BARRIER. TO THE ENTIRE PERIMETER OF THE POOL ENCLOSURE. THERE ARE TO BE NO CLIMBING POINTS WITHIN THE DEFINED NCZ. (A CLIMBING POINT IS ANY HORIZONTAL SURFACE SUCH AS A RAIL, OF WIDTH 50mm OR MORE).

PALING TYPE BOUNDARY FENCES AS SAFETY BARRIERS

MUST BE VERTICAL, PERMANENT AND STRUCTURALLY ADEQUATE. MUST BE 1800mm MINIMUM HEIGHT ABOVE ADJACENT GROUND LEVEL ON THE POOLSIDE (INSIDE) OF THE FENCE. MUST HAVE A 400mm RADIUS NCZ MEASURED ON THE POOL SIDE (INSIDE) FROM THE TOP EDGE OF THE FENCE.

PALINGS ON THE INSIDE (POOL SIDE)

- TREATMENT REQUIRED TO HORIZONTAL RAILS ON THE INSIDE FACE OF THE FENCE TO ACHIEVE NCZ.

PALINGS ON THE OUTSIDE (NEIGHBOUR SIDE)

- NO TREATMENTS REQUIRED ON OUTSIDE FACE OF FENCE.

INTERNAL FENCES AS SAFETY BARRIERS

MUST BE VERTICAL, PERMANENT AND STRUCTURALLY ADEQUATE. MUST BE 1200mm MINIMUM HEIGHT ABOVE ADJACENT GROUND LEVEL. MAXIMUM GAP BETWEEN GROUND LEVEL AND BOTTOM OF THE FENCE OF 100mm. APERTURE BETWEEN VERTICAL MEMBERS TO BE 100mm MAX. 100mm NCZ TO EXIST ON THE OUTSIDE FACE OF THE BARRIER, MEASURED IN AN ARC FROM THE LOWEST UPPER CLIMBABLE MEMBER. A 100mm NCZ EXISTS WITHIN 300mm OF THE INSIDE FACE OF THE FENCE WHERE APERTURES BETWEEN THE VERTICAL MEMBERS ARE GREATER THAN 100mm.

RETAINING WALLS AS BARRIERS

MUST BE WITHIN 5 DEGREES OF VERTICAL, PERMANENT AND STRUCTURALLY ADEQUATE. MUST BE A MINIMUM OF 1800mm HIGH, EITHER ABOVE OR BELOW THE POOL DECK. MUSTS INCLUDE A 900mm NCZ WITHIN THE 1800mm HEIGHT. MUST HAVE SHOULDER FENCING TO RELEVANT BCA REQUIREMENTS.

GATES

MUST OPEN OUTWARDS (AWAY FROM POOL) AND BE SELF-CLOSING & LATCHING. LATCH-RELEASE MECHANISM TO BE 1500mm MINIMUM ABOVE ADJACENT GROUND LEVEL, UNLESS THE LATCH-RELEASE IS LOCATED ON THE INSIDE FACE OF THE GATE. IN CERTAIN CIRCUMSTANCES, TO LIMIT ACCESS. GATES SHALL BE HUNG SO THAT WHEN A GATE IS CLOSED & LATCHED, AND IS LIFTED UPWARDS OR PULLED DOWNWARDS WITH A FORCE OF 200N, MOVEMENT OF THE GATE DOES NOT RELEASE THE LATCH, UNLESS THE GATE OR INCREASE THE OPENING BETWEEN THE BOTTOM OF THE GATE AND THE FINISHED GROUND LEVEL TO MORE THAN 100mm.

GROUND CLEARANCE BELOW BARRIER

THE HEIGHT OF ANY OPENING BETWEEN THE BOTTOM OF THE BARRIER AND THE FINISHED GROUND LEVEL SHALL NOT EXCEED 100mm.

CHILD RESISTANT SOMMER BOX LID

A SOMMER BOX LID THAT, WHEN INSTALLED IN ITS DESIGNED POSITION, CANNOT BE LIFTED OFF VERTICALLY WITH A FORCE LESS THAN 100N OR HAS A LATCHING MECHANISM.

Banyule BP1
APPROVED DOCUMENT
BUILDING ACT 1993
Building Regulations 2018
- 24 HOURS NOTICE
REQUIRED FOR INSPECTIONS

Phone : 9433 7777

CLIENT:
MIMMA & PETER BOLE

SITE ADDRESS:
11 POETS MEWS, BEVERIDGE

DATE:
20/07/22

DRAWN:
FDC

MEASUREMENTS:
-

SCALE:
1:50 @ A3

FIG. NO.
2656

A3

SHEET NO.

SWIMMING POOL SAFETY BARRIER GUIDE & OPTIONS TO AUSTRALIAN STANDARD AS1926.1-2012 & NCC 2019

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INTRODUCTION: The Relevant Building Surveyor who has issued the building permit for the pool/spa is the responsible authority for interpreting AS1926.1-2012 & associated standards. The Australian Standard AS1926.1-2012 is effective for pool/spas built after 1st May 2020.

The standard requires a 900mm non-climbable zone (NCZ) to be incorporated into the safety barrier all around the pool perimeter. See Non Climbable Zone below. With the introduction of the NCZ, it is now preferable for the horizontal rails of a boundary fence to be located on the neighbours side of the fence rather than on the pool side. There are now no restrictions on the placement of objects on the adjoining property i.e. sheds, trees, dog kennels and BBQ's etc. Effectively what a neighbour does on their property will not affect compliance with AS1926.1-2012. See Figure 3 for options where horizontal rails are on the pool side of the barrier/fence.

The NCZ 20% requires a safety barrier to be provided between the dwelling including its associated buildings and the pool/spa. Cables, BBQ's or clothes lines etc are not recommended with the pool/spa safety barrier.

OBJECTIVE: The objective is to create a barrier to restrict the access of young children under the age of 5 years to pool/spas.

Materials: The materials and design for the barrier must be sufficiently strong and rigid to prevent forced entry by a child to the pool/spa area and must comply with AS1926.1-2012. All barriers must be permanent and must remain in good condition and be constructed of durable materials for the purpose intended use.

CHILD RETRAINT DOORSETS & WINDOWS:

Child Restraint Doorsets are NOT PERMITTED as part of your safety barrier for an outdoor swimming pool/spa.

Child Restraint Windows to be restricted to 900mm max opening or to be fitted with a security screen which can only be removed with a tool.

WHERE WINCES PROTRUDE MORE THAN 100mm OR THE GAP BETWEEN PVS AND GLASS IS GREATER THAN 10mm AND A 900mm MIN. VERTICAL SEPARATION IS REQUIRED TO PREVENT WINCES CLIMBABLE.

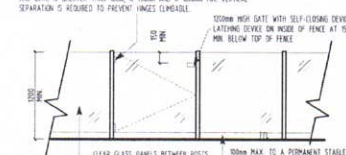


FIGURE 1A TYPICAL GLASS POOL/SPA SAFETY BARRIER WITH GATE

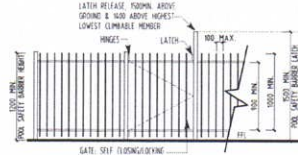


FIGURE 1B TYPICAL TUBULAR POOL/SPA SAFETY BARRIER WITH GATE

TYPICAL SAFETY BARRIER: The minimum height of an internal swimming pool/spa barrier is 1200mm measured on the approach side (outside) of the barrier. Refer Figure 1. Where the barrier is to be installed on a slope and the fence panels are to be stepped, attention to the distance between the horizontal members of adjoining panels is required.

A 900mm NCZ between the horizontal rails on each panel and 1000mm min. to the top must be maintained.

GATES: Gates installed in the internal barrier must be self closing & self latching with a latch release at 1500mm high (or 150mm below top of glass barrier on pool/spa side of barrier) and must open away (outward) from the pool/spa.

NON CLIMBABLE ZONE (NCZ):

The NCZ is a 900mm high vertical continuous section on the safety barrier or fence, free of projections & indentations greater than 10mm, that can be used as a finger or foothold, enabling the child to climb up or down the barrier or fence. What side of the barrier the NCZ is on and height depends on the type and location of the barrier. For the typical safety barrier (internal pool side) the 900mm NCZ is measured from the lowest upper climbable member on the outside or approach side of the fence. See Figure 2A. For a boundary fence the 900mm NCZ is measured from the top of the fence on the inside or the poolside of the fence. As shown in figures 2A & 2B, the NCZ includes an associated area within the 900mm radius. No climbable objects, tree or structure with a horizontal surface greater than 10mm is permitted within this area. Note - Climable objects are not to be placed where the object may compromise the minimum barrier height requirement.

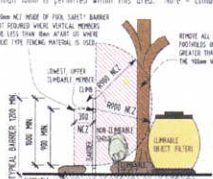


FIGURE 2A NON CLIMBABLE ZONE
TYPICAL SAFETY BARRIER

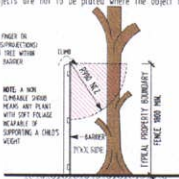


FIGURE 2B NON CLIMBABLE ZONE
PROPERTY BOUNDARY FENCE

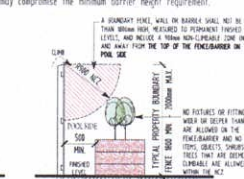


FIGURE 2C NON CLIMBABLE ZONE
PROPERTY BOUNDARY FENCE

PROPERTY BOUNDARY FENCE:

The minimum height of a boundary fence (paling, colorbond etc) is 1800mm measured on the pool side of the fence. The NCZ is measured from the top of the fence. Ideally Option A in Figure 3 with the horizontal rails on the neighbours side is the easiest option. Where the horizontal rails are on the pool side of the fence, Option B, C, or D can be used where the rails must be made non-climbable.

Option B - Provide vertical palings to cover the top & middle rails staggered with 10mm max gap or a solid sheeting. Securely fasten with screws or nails allow for shrinkage in the timber.

Option C - Fix a second timber rail on the top rail finishing flush with the top of the fence to provide 900mm NCZ to the middle rail or the next rail down. Finish flush with the vertical face to the top horizontal rail.

Option D - A 60 degree timber slat fixed to the top rail. Fill gaps between the staggered palings above the rail with a timber infill to the top of the fence. No gaps greater than 10mm allow for shrinkage.

Note: The property boundary fence height may depend on type of the intersecting pool/spa barrier used to maintain the 900mm NCZ between the top surface of the pool/spa barrier and top surface of the barrier fence. Refer Figure 4.

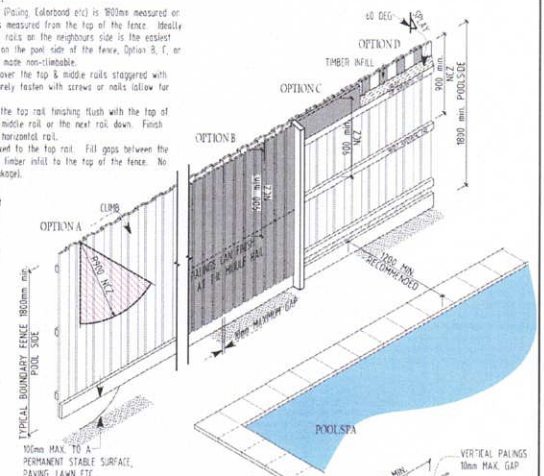


FIGURE 3 STANDARD BOUNDARY PALING FENCE

BOUNDARY FENCE INTERSECTING WITH POOL BARRIER:

Refer Figure 4, where an internal pool safety barrier, no wider than 50mm, intersects a property boundary fence not less than 1800mm high, the internal safety barrier may overhang the 900mm NCZ. Where the internal pool safety barrier is wider than 50mm, a 900mm NCZ must exist above the internal safety barrier. Where required (where horizontal rails are on the pool/spa side) provide vertical palings staggered with 10mm max gap securely fastened with screws allowing for shrinkage in the timber or alternatively use a method from Figure 3 to protect internal horizontal rails.

Note: Refer Figure 2A & 4, where typical swimming pool/spa barriers intersect, the horizontal rails need only be protected for 100mm inside the pool/spa barrier. See Figure 2A for further reference.

PLEASE NOTE:

This safety barrier guide and options are some examples of methods to help comply with Australian Standard for swimming pool safety AS1926.1-2012 & NCC 2019. Following this guide does not guarantee compliance nor are the options limited to those shown. Please consult with your Relevant Building Surveyor and the relevant standard. All fences must comply with Building Regulations. Boundary fencing is regulated by the Fences Act 1988 (VIC). Australian Standards AS1926.1-1999 remains in use for pools and spas built prior to May 1st 2020.

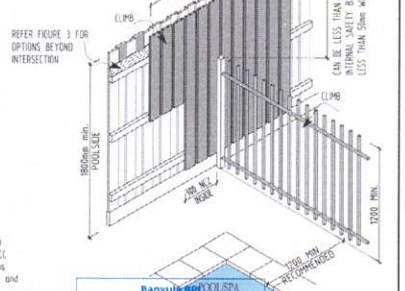


FIGURE 4 BOUNDARY FENCE INTERSECTING WITH POOL BARRIER



REVISION	DATE	BY
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DRAWING TITLE:	SPA/POOL SAFETY REQUIREMENTS
PROJECT:	PROPOSED SPA BARRIER

CLIENT:	Phone: 9433 7777
SITE ADDRESS:	MIMMA & PETER BOLE
	11 POETS MEWS, BEVERIDGE

DATE:	20/07/22
DRAWN:	FDC
CHECKED:	
SCALE:	1:100 @ A3
SHEET NO:	A4

MITCHELL SHIRE COUNCIL



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F (03) 5734 6222

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

Issue Date

26 July 2024

Valuations, Rates and Charges

1 July 2024 to 30 June 2025



M Bole & P Bole
11 Poets Mews
BEVERIDGE VIC 3753



025
1005962
R1_12905

Property Number

119180

Overdue Pay Now

\$0.00

Property 11 Poets Mews, BEVERIDGE VIC 3753

Lot 188 PS 617320 Vol 11274 Fol 738

Site Value	\$319,000	Market Level Date	01/01/2024
Net Annual Value	\$33,300	Valuation Effective Date	01/07/2024
Capital Improved Value (CIV)	\$666,000		

COUNCIL: Rates and Charges 2024/2025

Standard Garbage Charge	1 x \$544.00	\$544.00
Gen Rate - General Land	\$666,000 x 0.00233444	\$1,554.70
Municipal Charge	1 x \$199.35	\$199.35
Total Council Rates and Charges 2024/2025		\$2,298.05

STATE GOVERNMENT: Fire Services Property Levy 2024/2025

AVPCC: 110 - Detached Dwelling		
Fire Service Levy Residential Fixed	1 x \$132	\$132.00
Fire Service Levy Residential Variable	\$666,000 x 0.000087	\$57.90
Total State Government Fire Services Property Levy 2024/2025		\$189.90

Payments received after 22/07/2024 have not been deducted from the amount due on this notice.

Instalment 1
Due 30/09/2024

\$621.95
Pd 30/9/24

Instalment 2
Due 30/11/2024

\$622.00

Instalment 3
Due 28/02/2025

\$622.00

Instalment 4
Due 31/05/2025

\$622.00

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

Total Amount Payable

\$2,487.95

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



Billers Code: 93807
Ref: 1191808



View and pay this bill using
internet banking

BPayView Registration No.: 1191808



BPOINT

Billers Code: 93807
Ref#: 1191808
INTERNET Go to www.bpoint.com.au
PHONE: Phone 1300 BPOINT

Post
Billpay

Billpay Code: 9190
Ref: 1191 8082

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



*71 190 119180 82

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with eNotices reference number



1AF602983Z



**Resource Recovery
Centre Vouchers
2024/25 see back.**

Your quarterly bill



Emailed to: mimma.bole@outlook.com
MR P & MRS M BOLE
11 POETS MEWS
BEVERIDGE VIC 3753

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

Account number 68 6597 6668
Invoice number 6861 1131 95222
Issue date 25 Jun 2025
Property address 11 POETS MEWS
BEVERIDGE
Property reference 5027351, LOT 188
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$330.84
Payment received thank you	-\$331.00
Balance carried forward	\$0.16 CR
This bill	
Usage charges	\$71.45
Service charges	
Water supply system	\$20.64
Sewerage system	\$118.19
Other authority charges	
Waterways and drainage	\$30.44
Total this bill (GST does not apply)	\$240.72
Total balance	\$240.56



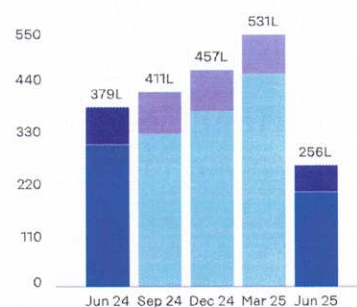
Recycled water is available.
It's not to be used for drinking, preparing food or bathing,
but it's great for watering gardens, washing clothes and
flushing toilets.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

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



Average use in litres per day
Water Recycled water

Your daily spend

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



How to pay



Direct debit

Sign up for Direct Debit at
yvwm.com.au/directdebit or
call 1300 304 688.



EFT

Transfer direct from your bank
account to ours by Electronic
Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 686526568



BPAY®

Bill code: 344366
Ref: 686 5976 6689



Centrepay

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regular deductions from your
Centrelink payments.

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CRN reference: 555 054 118T



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by phone on 13 18 16 or at
postbillpay.com.au

Bill code: 3042
Ref: 6861 1131 95222



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332

MR P & MRS M BOLE

Account number 68 6597 6668
Invoice number 6861 1131 95222
Total due \$240.56
Due date 16 Jul 2025
Amount paid \$



*3042 686111319522 2

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD26679 (Recycled Water)	95kL -	90kL =	5kL
From 26 Mar 2025 - 24 Jun 2025			(90 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	5.000kL x	\$1.9259 =	\$9.63
Total	5.000kL		\$9.63

Meter number	Current reading	Previous reading	Usage
YATD107770	423kL -	405kL =	18kL
From 26 Mar 2025 - 24 Jun 2025			(90 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	18.000kL x	\$3.4342 =	\$61.82
Total	18.000kL		\$61.82
Total usage charges			\$71.45

Your charges explained

- **Recycled water usage charge**
26 March 2025 - 24 June 2025
 The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
26 March 2025 - 24 June 2025
 The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 April 2025 - 30 June 2025
 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2025 - 30 June 2025
 A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 April 2025 - 30 June 2025
 Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp. Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

Enquiries	1300 304 688	For language assistance
Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
enquiry@yvw.com.au		廣東話 1300 921 362
yvw.com.au		Ελληνικά 1300 931 364
TTY Voice Calls	133 677	普通话 1300 927 363
Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 17-24 Sep 2025

Register your concession*

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

→ yvw.com.au/concessions
 ☎ **1300 441 248**

*Health Care, Pension or DVA health card holders

Using recycled water safely

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

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

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



Property Clearance Certificate

Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference:	2025/1422
Certificate No:	92230431
Issue Date:	14 JUL 2025
Enquiries:	ESYSPROD

Land Address: 11 POETS MEWS BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38900715	188	617320	11274	738	\$0.00

Vendor: MIMMA BOLE & PETER BOLE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR PETER BOLE	2025	\$319,000	\$0.00	\$0.00

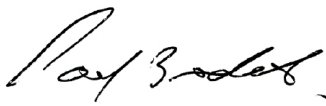
Comments: Property is exempt: LTX Principal Place of Residence.

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

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):	\$666,000
SITE VALUE (SV):	\$319,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 92230431

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,407.00

Taxable Value = \$319,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,660.00

Taxable Value = \$666,000

Calculated as \$666,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92230431

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: 92230431

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2025/1422

Certificate No: 92230431

Issue Date: 14 JUL 2025

Enquires: ESYSPROD

Land Address: 11 POETS MEWS BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38900715	188	617320	11274	738	\$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: \$666,000

SITE VALUE: \$319,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92230431

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference:	2025/1422
Certificate No:	92230431
Issue Date:	14 JUL 2025

Land Address: 11 POETS MEWS BEVERIDGE VIC 3753					
Lot	Plan	Volume	Folio		
188	617320	11274	738		
Vendor:	MIMMA BOLE & PETER BOLE				
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92230431

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 92230432 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: 92230432 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.