

Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates



## **Imaged Document Cover Sheet**

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Instrument
Document Identification	AL057022D
Number of Pages	13
(excluding this cover sheet)	
Document Assembled	22/02/2019 09:17

#### Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

This document has been made available for the sole purpose of enabling its consideration and review as part of the planning process under the *Planning and Environment Act 1987*. The documents must not be used for any purpose which may breach Copyright or Privacy Laws. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distributions or copying of this document is strictly prohibited.

19 AUGUST 2019

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a meduim density housing site to facilate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates

Delivered by LANDATA®. Land Use Victoria timestamp 22/02/2019 09:17 Page 1 of 13

State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: Phone: MADDOCKS 9258 3555

Phone: Address:

Level 6, 140 William Street, Melbourne, Victoria, 3000 TGM:6029984

Ref: Customer Code:

1167E

The Responsible 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.

Land: part of Cartificate of Title Volume 11203 Folio 930 and more particularly being let 1 on the attached plan Certificates of Title Volume 11443/025 Volume 11443 Folio 025 - Volume 11443 Folio 095 (inclusive)

Responsible Authority: Melton City Council of Civic Centre, 232 High Street, Melton, Victoria

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

Date: 20 March 2014

Signature for Responsible Authority: ......

Name of officer:

Position held:

Statillary Planning Co-ordinator

[6029984: 12489271\_1]

elivered by LANDAT/	A®. Land Use Victoria timestamp 22/02/2019 0	9:17 Page 2 of 13		
[: :				
_				F   F   O DENISE O DE PROFESSOR DE CONTRACTO DE LA FILIPA DE LA FE
				Maddocks
			AL057022D	Lawyers 140 William Street
1:	Date 4 / 03 /20	14	05/05/2014 \$763 173	Melbourne Victoria 3000 Australia Telephone 61 3 9288 0555
<u>ر</u> .	ļ			Facsimile 61 3 9288 0666 Info@maddocks.com.au
١.				www.maddocks.com.au DX 259 Melbourne
$\Gamma$				
ί.				
		(		
( )			ions 173 and 177	•
Γ	of the Plannir	ng and Er	vironment Act 19	987
ι.	Subject Land:	308 Rees Roa	d, Brookfield	
[	Purpose:	Infrastructure	Contributions	
$\overline{}$				
i,				
	Melton Stire Council			
( )	and City	~		
$\Gamma$				
l;	Nu-Age Marketing Pty	y Ltd ACN 090	613 791	
	Clarker Bood Phyl td	I ACN 425 400	440	
	Clarkes Road Pty Ltd	1 ACN 135 400	449	
Г	I			
Ι.				
<u>r</u>				
(,				
Γ				
_				
U				
Г.				
1.				
r				Interstate office
	[6029984: 11124670_3]			Sydney Affiliated offices around the world through the Advoc Asia network - www.advocasia.com

#### 19 AUGUST 2019

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a meduim density housing site to facilate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Delivered by LAN	DATA®. Land Us	rictoria timestamp 22/02/2019 09:17 Page 3 of 13		
[· ,				
۲,		:	AL057022D	:
Γ				Maddocks
1:			05/05/2014 \$763 173 1800/1801 2018 11 2018 11 2018 11 2018 11 2018	Maddocks
_				
	Con	ents	r connern reconst sin manus annis 1800 185/10 59/15 178/10 CAT 1867	
	1.	Definitions		2
ι,	2.	Interpretation		3
$\overline{}$	2.	•		
( )	3.	Specific obligations of the owner		
		Monetary Infrastructure Contribution		
		Monetary Infrastructure Contribution Removal of Native Vegetation		
ι.		Road names		
_		Medium Density Housing Sites		4
	4.	Further obligations of the owner		4
• •		4.1 Notice and Registration		4 .
Γ				
ι,	5.	Agreement under sections 173 a	nd 177 of the Act	5
	6.	Owner's warranties		5
• •	7.	Successors in title		5
	8.	General matters	•••••	5
١.	•	8.1 Notices		5
			Powers	
	9.	GST		6
( ,	10.	Commencement of agreement		c
	10.	-		
ļ .	11.	Ending of agreement		6
_	12.	Termination of the 2010 Agreeme	nt	<b>7</b>
_				
			·	•
• •				
_				
• •				
_				
• •				
_				
. ,				Interstate office Sydney
	(000000:	0.070 0		Affiliated offices around the world through the

			I À I À À LIVIA I À RICOLULA CONTRACTOR L'ARCES ESTE
	•		Maddocks
Agr	eement	under sections 173 a	and 177 of the Planning
and	Enviro	nment Act 1987	AL057022[ 05/05/2014 \$763 17
Dat	ed 4	/ 3 / 2014	657637 <u>7</u> 74 \$763 17
Par	ties		
	Name	Melton Shire Council	
	Address Short name	Civic Centre, 232 High Street, Me	elton, Victoria
•	Name Address Short name	Nu-Age Marketing Pty Ltd ACN 83 Canterbury Road, Canterbury Owner	
	Name Address Short name	Clarkes Road Pty Ltd ACN 135 Level 1, 20 Council Street, Hawt Owner	
Bac	kgroun	d	
A.	Council is	the Responsible Authority pursuant to	the Act for the Planning Scheme.
B.	The Owner	r is or is entitled to be the registered pr	roprietor of the Subject Land.
C.		d the Owner previously entered into an a ent contributions (the 2010 Agreement).	
D.		Agreement was executed under section Subject Land on 18 February 2010, in de	173 of the Act and registered on the paren ealing number AH047090B.
E.	of the Subj	ect Land upon the registration of this Ag	d and be removed from the certificate of titl greement. In accordance with section 177 on the 2010 Agreement have consented to d.
F.		ate of this Agreement, the Subject Land gee. The Mortgagee consents to the O	is encumbered by a mortgage in favour of wner entering into this Agreement.
G.	The parties	s enter into this Agreement:	
	G.1 to	o end the 2010 Agreement pursuant to	section 177 of the Act;

elivered by LAN	NDATA®. Land Us	se Victoria time	stamp 22/02/2019 09:17 Page 5 of 1	3		
tr.	•					Maddocks
$\Gamma$		G.2	to record their update contributions; and	ed agreement for the pa	ayment of specified	d development
Γ		G.3		ance the objectives of p e in respect of the Subj		and the objectives of
	THE P	ARTIES	AGREE		: : · · · · ·	AL057022D 05/05/2014 \$763 173
Γ	1.	Defini	tions			
l.		In this meaning	Agreement the words a ngs unless the context a	nd expressions set out admits otherwise:	in this clause have	the following
ί.		Act me	eans the Planning and E	Environment Act 1987.		
		_	ment means this agreer plemental to this agreer	, •	nt executed by the	parties expressed to
Γ		CPI me	eans the annual Consur	mer Price Index (All Gro	oups) Melbourne.	
r. C		Permit may su	sed Plan means the first but it does not include a absequently be endorsed provision of the Act.	any subsequent amend	lment to that plan o	or other plan which
			ructure Contribution f		netary contribution	to be applied by
[			ructure Contribution f I by Council for the worl			ntribution to be
Г.			agee means the person red by the Registrar of			
Ι. Γ		be regi	or <b>Owners</b> means the stered by the Registrar Subject Land or any par	of Titles as proprietor of	or proprietors of an	estate in fee simple
-		party o	or parties means the O	wner and Council unde	r this Agreement a	s appropriate.
		proced	f Subdivision means a ural plan but a plan that mension which is intend	t upon registration crea	tes an additional lo	t which is of a size
			ng Permit means Pland nd authorises the subdi			
			ng Scheme means the to the Subject Land.	Melton Planning Scher	me and any other p	olanning scheme that
			ential Lot means a lot widd development as a dw		nension is obviousl	ly intended for final
		Staten 1988.	nent of Compliance me	eans a Statement of Co	empliance under the	e Subdivision Act
	<i></i>			·		. page 2
	[0∪29984:	11124670_3	1			base v

трроп	GIX 2 1 10	and for the Frepesal and copy of occiton 170 Agreen	Tione various dates			
Delivered by La	ANDATA®. Land U	Jse Victoria timestamp 22/02/2019 09:17 Page 6 of 13				
	:					
٠٠.			L L E DOBRAD LA RECORRECTE SECULIO REPORTE A CONSTALO DE L L			
		•	Maddocks			
1.1						
		Subject Land means part of the land at 308 Rees Road, Brook comprised in Certificate of Title Volume 11203 Folio 939 and m PS 518253H and any reference to the Subject Land in this Agreement by the publishing of the Subject	nore particularly being lot 1 on eement includes any lot			
		created by the subdivision of the Subject Land or any part of it.				
Γ		Tree to be Retained means any tree shown as a 'Buloke Tree Plan.	' identified on the Endorsed			
l.			AL 057000			
$\Gamma$	2.	Interpretation	AL057022D			
( )		In this Agreement unless the context admits otherwise:	05/05/2014 \$763 173 			
	2.1	The singular includes the plural and vice versa.				
_	2.2	A reference to a gender includes a reference to each other gen	nder.			
	2.3	A reference to a person includes a reference to a firm, corporal and that person's successors in law.	tion or other corporate body			
	2.4	If a party consists of more than one person this Agreement bind them severally.	ds them jointly and each of			
[.	2.5	A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.				
	2.6	A reference to an Act, Regulation or the Planning Scheme incluamendments amending, consolidating or replacing the Act, Regulation or the Planning Scheme includes the Act, Regulation or t				
	2.7	The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.				
	2.8	The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.				
1.		•	·			
Γ.	3.	Specific obligations of the owner				
U		The Owner acknowledges and agrees that:				
		Monetary Infrastructure Contribution for Roads				
	3.1	it must pay to Council the amount of \$2406 as an Infrastructure Contribution for Roads in respect of each Residential Lot prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;				
_		Monetary Infrastructure Contribution for other facilities				
١.	3.2	it must pay to Council the amount of \$1790 as an Infrastructure Facilities in respect of each Residential Lot prior to Council bein	ng required to issue a			
		Statement of Compliance in respect of any plan of subdivision Lot;	containing that Residential			
$\square$						
$\Gamma$	[6029984	: 11124670_3]	page 3			

ivered by	LANDATA®. Land U	Jse Victoria timesta -	22/02/2019 09:17 Page 7 of 13				
· .				I A I B GIUKK I B BARUUA FISKIZANIZANI I UURUN OF FAIIIAD A A I			
7.		,		Maddocks			
- -	3.3	one year	unt of the development contributions set out in cla r from the date of this Agreement, and after every l in accordance with movements in the CPI;				
;	3.4	if the amounts due under this Agreement are not paid prior to the issue of the Statement of Compliance as required, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribed under section 227A of the Local Government Act 1989 until the amounts are paid;					
_		Remova	al of Native Vegetation				
;	3.5		to be Retained shall be removed, destroyed, felle vith the prior written consent of Council;	ed, lopped, ringbarked or uprooted			
		Road na	ames				
,	3.6	the mair Drive";	n access road into and out of the Subject Land mu	ust be named "James Melrose			
	3.7	the road Street;	s on the Subject Land must include roads known	as Heston Street and Phoenix			
		Medium	Density Housing Sites				
	3.8		prior to the endorsement of any plan under the Planning Permit, sites which are to be developed with more than one dwelling must be identified as a medium density housing site; and				
	3.9	limits the density l construc endorse	n of subdivision lodged with Council for certification enumber of houses on any lot to one house unless thousing site on the endorsed plan in which case the sted on that lot must be specified as not exceeding the plan or if no number is shown, then the specified an two dwellings.	ss the site is identified as a medium he limit on the number of dwellings g the number shown on the			
ì :		111010 111	ar two dronings.	AL057022D			
	4.	Furthe	r obligations of the owner	05/05/2014 \$763 173			
	4.1	Notice a	and Registration				
			ner further covenants and agrees that the Owner n of all prospective purchasers, lessees, mortgage				
	4.2	Further	actions				
		The Ow	ner further covenants and agrees that:				
		4.2.1	the Owner will do all things necessary to give ef	fect to this Agreement; and			
		4.2.2	the Owner will consent to Council making applic make a recording of this Agreement in the Regis Subject Land in accordance with section 181 of to enable Council to do so including signing any acknowledgment or document or procuring the a mortgagee or caveator to enable the recording that that section.	ster on the Certificate of Title of the the Act and do all things necessary rurther agreement, consent to this Agreement of any			
			and souton.				
	[6029984	: 11124670_3]		page 4			

		. I I I A A HALA A DIA A HALA A DIA A HALA A				
		Maddocks				
5.	Agree	ment under sections 173 and 177 of the Act				
	enter ir	I and the Owner agree that without limiting or restricting the respective powers to not this Agreement and insofar as it can be so treated, this Agreement is made as a ursuant to sections 173 and 177 of the Act.				
6.	Owne	r's warranties				
	apart fr	It limiting the operation or effect which this Agreement has, the Owner warrants that from the Owner and any other person who has consented in writing to this Agreement, or person has any interest, either legal or equitable, in the Subject Land which may be do by this Agreement.				
7.	Succe	essors in title				
	until su	It limiting the operation or effect that this Agreement has, the Owner must ensure that such time as a memorandum of this Agreement is registered on the title to the Subject successors in title shall be required to:				
7.1		fect to and do all acts and sign all documents which will require those successors to fect to this Agreement; and				
7.2	execut	execute a deed agreeing to be bound by the terms of this Agreement.				
8.	Gener	General matters				
8.1	Notice	Notices				
		e or other communication required or permitted to be served by a party on another nust be in writing and may be served:				
	8.1.1	by delivering it personally to that party;				
	8.1.2	by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or				
	8.1.3	by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.				
8.2	Servic	e of Notice				
	A notic	e or other communication is deemed served:				
	8.2.1	if delivered, on the next following business day;				
	8.2.2	if posted, on the expiration of 2 business days after the date of posting; or				
	8.2.3	if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.				
•		AL057022D				

		AL057022D	
8.3	No Waiver	05/05/2014 \$763 173	Maddooks
	and conditions of this Ag	ence granted by Council to the Owner or an greement or any judgment or order obtained by amount to a waiver of any of the rights or nis Agreement.	by Council against the
8.4	Severability		
	sentence, paragraph or	unal or other competent authority determine clause of this Agreement is unenforceable, or provisions of this Agreement will remain o	illegal or void then it must
8.5	No Fettering of Counci	l's Powers	
	discretion of Council to n connection with the gran	agreed that this Agreement does not fetter of make any decision or impose any requirement ting of any planning approval or certification the Subject Land or relating to any use or of	ents or conditions in n of any plans of
9.	GST		
9.1		are defined in A New Tax System (Goods a aning as their definition in that Act.	and Services Tax) Act
9.2	Except as otherwise pro- in relation to any supply	vided by this clause, all consideration payat is exclusive of GST.	ole under this Agreement
9.3	to clause 9.4 the recipier	pect of any supply made by a supplier under nt will pay to the supplier an amount equal to the and in the same manner as the conside greement.	o the GST payable on
9.4	The supplier must provide payment of the GST pay	le a tax invoice to the recipient before the suable under clause 9.3.	upplier will be entitled to
10.	Commencement of a	greement	
	This Agreement commen	nces on the execution of this Agreement by	both parties.
11.	Ending of agreement	<u>.</u>	<del>-</del>
11.1		nen the obligations of the Owner have been ement and any other Act or Regulation as e that effect.	
11.2	application under section against any land which is	by the Owner, Council will execute and hand a 183(2) of the Act to cancel the recording o a subdivided so as to be finally used for the he Agreement has ended.	f this Agreement as
[60299	984: 11124670_3]		page 6

19 AUGUST 2019

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a meduim density housing site to facilate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Delivered by LANDA	TA®. Land Use	Jse Victoria timestamp 22/02/2019 09:17 Page 10 of 13	
		AL057022D	HADDONESSESSES INDIDUM A CONTAIN A F C
		05/05/2014 \$763 173 Maddoo	
<b>[</b> :	12.	Termination of the 2010 Agreement	
	12.1	The parties agree that the 2010 Agreement will end pursuant to section 177(2) of the time that the Registrar of Titles makes a recording of this Agreement in the Registrarut to section 181(3) of the Act.	e Act at ster,
	12.2	After the ending of the 2010 Agreement, Council will inform the Registrar of Titles in prescribed manner of the ending of the 2010 Agreement pursuant to section 183(1) Act.	the of the
$\Gamma$			
[.			
[.			
$\Gamma$		•	
Γ.			
$\Gamma$			
$\Gamma$			
Γ.			
[]			
7	[6029984: 1	: 11124670_3}	page 7

A®. Land Use Victoria timestamp 22/02/2019 09:17 Page 11 of 13	IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
Schedule 1  Infrastructure Contribution for Roads  Means a contribution towards the following road works:  Brooklyn Road duplication from Coburns Road to Station Road, Melton South Rees Road duplication from Brooklyn Road to Toolern Growth Area.  Abey Road bridge and road construction works across Toolern Creek.  Arnolds Creek East shared pathway between Blackdog Drive and Brooklyn Roads.	
Schedule 2 Infrastructure Contribution for Other Facilities  Means a contribution towards the following facilities:  Upgrade to the skate part area adjacent to Victoria University in Rees Road.  Provision of shared pathways, look-outs, seating picnic nodes and like facilitie  Noise attenuation works at the Melton Pistol Club in Clarkes Road.	es.
[6029984: 11124670_3]	page 8

19 AUGUST 2019

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a meduim density housing site to facilate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Delivered by LAND	ATA®. Land Use Victoria timestamp 22/02/2019 09:17 Page 12 of 13	
E .	AL057022D	# 1 E 1 BARRA LA OUTRANASCUSTOS NORMANDO A FANGA A 1 1 1
	05/05/2014 \$763 173	Maddocks
	SIGNED, SEALED AND DELIVERED as a Deed by the parties on the commencement of this Agreement.	date set out at the
[·		CITY
	THE COMMON SEAL OF MELTON SHIRE  COUNCIL was hereunto affixed in the presence of:	A SOUND TO S
С		
l.	Chief Executi	ive Officer MAON SEP
	Councillor	
$\Gamma$		
Γ.	Executed by NU-AGE MARKETING PTY LTD ACN 090 613 791 in accordance with section 127(1) of the Corporations Act 2001: )	
l.	)	
_	Signature of	Sole Director and Sole
U	Company Se	
Γ	MOHAMED LIAU TOW Print full nam	e
١.		
	Executed by CLARKES ROAD PTY LTD ) ACN 135 400 449 in accordance with section ) 127(1) of the Corporations Act 2001: )	
$\Gamma$	)	
١.	m Down	_
П	Signature of Director Signature of Directo	r (ar Company Secretary)
(.	MICHAEL CORCERS DESTIN LO	MC
	Print full name Print full name	
	Mortgagee's Consent	
	R.M.B.L. Investments Ltd as Mortgagee under Instrument of mortgage No Owner entering into this Agreement and in the event that the Mortgagee b possession, agrees to be bound by the covenants and conditions of this A	ecomes mortgagee-in-
.,	·	
_	. *	
l.		
		0

Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates

Delivered by LANDATA®. Land Use Victoria timestamp 22/02/2019 09:17 Page 13 of 13 AL057022D Mortgagee's Consent RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AH261996D over Certificates of Title Volume 11203 Folio 939 and Volume 11111 Folio 394 hereby consents to the registration of Agreement under sections 173 and 177. RMBL Investments Limited by two (2) of its Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its appointed attorneys: attorneys: 1) **ELENA GRAYSON** Alexine Pauline Margaret Courtney 2) Under Jower of Attorney dated 30th May, Before me 2001 A certified copy of which is filed in Permanent order Book No 277 at page 017. Signature of Witness Laura Beamz Woya Ramirez ...... Name of Witness